

Before The  
**Federal Communications Commission**  
Washington, D.C. 20554

In re: Applications of LPFM MX Group #244:	)
	)
CARRIBEAN SPORTS INTERNATIONAL, INC.	) BNPL-20131112BWI
Ch. 240L1, Maplewood, NJ	) FID: 195683
	)
GOSPEL LIGHT PRAYER CHURCH INC.	) BNPL-20131114BFK
Ch. 240L1, Kearney, NJ	) FID: 197099
	)
PREAKNESS VALLEY UNITED REFORMED CHURCH)	) BNPL-20131112CAH
Ch. 240L1, Wayne, NJ	) FID: 194694

**JOINT REQUEST FOR**  
**APPROVAL OF SETTLEMENT AGREEMENT**

Caribbean Sports International, Inc. (“Caribbean”), Gospel Light Prayer Church Inc. (“Gospel”), and Preakness Valley United Reformed Church (“Preakness”), mutually exclusive applicants for authority to construct new Low Power FM broadcast stations as captioned above, hereby jointly request that the Commission:

1. Approve the attached Settlement Agreement that resolves the mutual exclusivity between Preakness and the other two applications; and
2. Approve the attached Settlement Agreement that specifies a time-share between Caribbean and Gospel; and
3. Grant the above-referenced applications, as amended, with Preakness as a separate full-time licensee and with Caribbean and Gospel subject to the time-share operating hours specified in the Settlement Agreement.

In support of this request, the following is shown:

The Applicants constitute all the remaining applicants identified as Mutually Exclusive in Group #244, in the FCC Letter dated March 25, 2015.

The Applicants have entered into a Settlement Agreement that resolves the mutual exclusivity between Preakness and the other two applications

Caribbean and Gospel have agreed on the terms of a time-share.

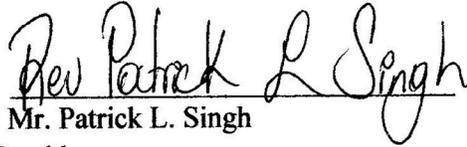
A copy of that Settlement Agreement is attached hereto as Exhibit A.

The proposed settlement comports in all respects with Sections 73.3525 and 73.872(c) of the Commission's Rules. Attached to the Settlement Agreement are declarations whereby each of the Applicants specifies that it did not file its Application to achieve a settlement or for any other improper purpose and that no consideration has been or will be paid or received, and that there are no other agreements or understandings for the receipt or payment of any consideration related to the settlement of the competing applications. The declarations also demonstrate that approval of the Settlement Agreement and grant of the Applicants' Applications as modified pursuant to the Settlement Agreement, would serve the public interest by providing new LPFM services to Maplewood, Kearney, and Wayne, New Jersey. Grant of the proposed Settlement Agreement will also conserve Commission resources by terminating their proceeding without the need for further litigation.

Accordingly, the parties respectfully request that this Joint Request be granted, the Attached Settlement Agreement be approved, and that the above-captioned applications of Caribbean Sports International, Inc., Gospel Light Prayer Church Inc., and Preakness Valley United Reformed Church be granted, as amended, and subject to the terms and conditions of the Settlement Agreement.

Respectfully Submitted,

Gospel Light Prayer Church Inc.



Name: Mr. Patrick L. Singh  
Title: President

Caribbean Sports International, Inc.



Name: Mr. Anselm LeBourne  
Title: *President*

Preakness Valley United Reformed Church



Name: Mr. David Klompier  
Title: President

Dated April 27, 2015

## **SETTLEMENT AGREEMENT**

This Agreement is made this 23rd day of April, 2015, between and among Caribbean Sports International, Inc. ("Caribbean), Gospel Light Prayer Church Inc. ("Gospel"), and Preakness Valley United Reformed Church ("Preakness"), (hereinafter, collectively, the "Applicants").

**Whereas**, each of the Applicants tendered to the FCC applications for construction permits to build new a low power radio broadcast stations on FM Channel 240L1 in New Jersey;

**Whereas**, each of the Applicants filed its application with the intention of obtaining a grant of the application and not for purposes of settlement;

**Whereas**, the Applications are mutually exclusive; and

**Whereas**, the Applicants constitute all the applications remaining active in MX Group #244, as identified by the FCC Letter dated March 25, 2015; and

**Whereas**, the public interest will best and most fully be served by grant of the Settlement Agreement because such grant will conserve the resources of the Commission and of the Applicants and hasten inauguration of new radio broadcast services to New Jersey;

**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 Applicants agree to the following:

### **Article I**

**1. FCC Consent.** This Agreement is entered into subject to approval by the FCC and shall be void unless approved by the FCC. Should the FCC object to any part of this Agreement, the Applicants agree that they will immediately make good faith efforts to resolve each FCC objection in order to obtain FCC approval.

**2. Joint Request for Approval of Agreement.** Within five (5) days from the date of this Agreement, the Applicants will file with the FCC a Joint Request for Approval of this Agreement. The Joint Request shall be accompanied by a copy of the executed Agreement, and a Declaration of No Consideration, in the form attached hereto, signed by each Applicant, as well as any other supporting documentation required by Section 73.3525 of the FCC's Rules. The Joint Request shall request the FCC to grant the applications of the Applicants, as amended in

accordance with the Agreement. In the event the Agreement is not approved by the FCC, the Applicants shall return to their status as though this Agreement had not been entered.

**3. Modification of Technical Facilities.** Within five (5) days from the date of this Agreement, Preakness will amend their application to a site at FCC Registered Tower 1214030. This site is fully spaced to the current application sites of Caribbean and Gospel, allowing Preakness to be granted as a full-time separate licensee. Copies of the Joint Request and the Agreement will be attached. Also, within five (5) days from the date of this Agreement, Caribbean and Gospel will amend their respective applications to include copies of the Joint Request and the Agreement. Caribbean and Gospel will retain their original transmitter sites, which will be short-spaced to each other, but fully spaced to Preakness.

**4. Limited Hours.** Caribbean and Gospel agree to be licensed for the limited hours of operation described below.

**5. Finality.** This Agreement is subject to the condition that the grant of the Settlement Agreement and the modifications of technical facilities specified herein each become a Final Order.

## Article II

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

							Gospel Hours	Caribbean Hours
Saturday	12:00	a.m.	to	Saturday	3:00	a.m.	Caribbean	3
Saturday	3:00	a.m.	to	Saturday	2:00	p.m.	Gospel	11
Saturday	2:00	p.m.	to	<b>Sunday</b>	3:00	p.m.	Caribbean	25
Sunday	3:00	p.m.	to	<b>Monday</b>	6:00	a.m.	Gospel	15
Monday	6:00	a.m.	to	Monday	2:00	p.m.	Caribbean	8
Monday	2:00	p.m.	to	Monday	12:00	a.m.	Gospel	10
Tuesday	12:00	a.m.	to	Tuesday	3:00	a.m.	Caribbean	3
Tuesday	3:00	a.m.	to	Tuesday	2:00	pm	Gospel	11
Tuesday	2:00	p.m.	to	<b>Wednesday</b>	3:00	a.m.	Caribbean	13
Wednesday	3:00	a.m.	to	Wednesday	6:00	a.m.	Gospel	3
Wednesday	6:00	a.m.	to	Wednesday	2:00	p.m.	Caribbean	8
Wednesday	2:00	p.m.	to	Wednesday	12:00	a.m.	Gospel	10
Thursday	12:00	a.m.	to	Thursday	3:00	a.m.	Caribbean	3
Thursday	3:00	a.m.	to	Thursday	2:00	p.m.	Gospel	11
Thursday	2:00	p.m.	to	<b>Friday</b>	3:00	a.m.	Caribbean	13
Friday	3:00	a.m.	to	Friday	6:00	a.m.	Gospel	3
Friday	6:00	a.m.	to	Friday	2:00	p.m.	Caribbean	8
Friday	2:00	p.m.	to	Friday	12:00	a.m.	Gospel	10
<b>TOTALS</b>							<b>84</b>	<b>84</b>

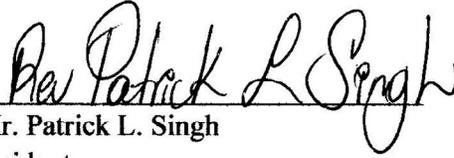
**7. Minimal Operating Schedule.** The hours of operation proposed in this Agreement comply with Section 73.872(c) of the Commission's Rules by allowing each Applicant the following number of operating hours per week:

Gospel Light Prayer Church Inc.:	83 hours a week
Caribbean Sports International:	85 hours a week

**8.** Each of the three Applicants seeks the issuance of its own Construction Permit and Call Letters.

**In Witness Whereof**, this Agreement is hereby executed as of the date first above written.

Gospel Light Prayer Church Inc.



Name: Mr. Patrick L. Singh  
Title: President

Caribbean Sports International, Inc.



Name: Mr. Anselm LeBourne  
Title: *President*

Preakness Valley United Reformed Church



Name: Mr. David Klompien  
Title: President

Dated April 27, 2015

**Declaration of No Consideration**

I, Anselm LeBourne, do hereby declare, under penalty of perjury, as follows:

I am President of Caribbean Sports International, Inc., an applicant for a construction permit for a new low power FM radio station at Maplewood, NJ.

Applicant has entered into a Settlement Agreement to share the Channel with Gospel Light Prayer Church Inc., and to allow Preakness Valley United Reformed Church to be granted as a separate full-time station.

The Settlement Agreement constitutes the entire understanding between Caribbean Sports and the other applicants for settlement of this proceeding. Caribbean Sports has not received, paid, or promised any consideration to the other applicants for a Construction Permit.

Caribbean Sports did not file its application for the purpose of reaching or carrying out a settlement.

Approval of the Settlement 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.

I am authorized to sign this Declaration and the Settlement Agreement on behalf of the Applicant.



By: \_\_\_\_\_  
Anselm LeBourne  
President  
Caribbean Sports International, Inc.

**Declaration of No Consideration**

I, David Klompfen, do hereby declare, under penalty of perjury, as follows:

I am President of Preakness Valley United Reformed Church, an applicant for a construction permit for a new low power FM radio station at Wayne, NJ.

Preakness has entered into a Settlement Agreement with Caribbean Sports International, Inc., and Gospel Light Prayer Church Inc. The Agreement will allow Preakness to be granted as a singleton, and specifies a time-share between Caribbean and Gospel.

The Settlement Agreement constitutes the entire understanding between Preakness and the other applicants for settlement of this proceeding. Preakness has not received, paid, or promised any consideration to the other applicants for a Construction Permit.

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

Approval of the Settlement 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.

I am authorized to sign this Declaration and the Settlement Agreement on behalf of the Applicant.



By: \_\_\_\_\_  
David Klompfen  
President  
Preakness Valley United Reformed Church

**Declaration of No Consideration**

I, Patrick L. Singh, do hereby declare, under penalty of perjury, as follows:

I am President of Gospel Light Prayer Church Inc., an applicant for a construction permit for a new low power FM radio station at Kearney, NJ.

Applicant has entered into a Settlement Agreement to share the Channel with Caribbean Sports International, Inc., and to allow Preakness Valley United Reformed Church to be granted as a separate full-time station.

The Settlement Agreement constitutes the entire understanding between Gospel Light and the other applicants for settlement of this proceeding. Gospel Light has not received, paid, or promised any consideration to the other applicants for a Construction Permit.

Gospel Light did not file its application for the purpose of reaching or carrying out a settlement.

Approval of the Settlement 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.

I am authorized to sign this Declaration and the Settlement Agreement on behalf of the Applicant.

By:   
Patrick L. Singh  
President  
Gospel Light Prayer Church Inc.