



WASHINGTON, DC

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September 19, 2014

**VIA HAND DELIVERY**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

Re: **Settlement Agreement**  
**File No. BNPFT-20130830AQK, Greenburgh, NY**  
**File No. BNPFT-20130828AGD, Manahawkin, NJ**  
**File No. BNPFT-20130830APM, Jersey City, NJ**

Dear Ms. Dortch:

Transmitted herewith on behalf of Sentinel Publishing Co. ("Sentinel"), Greater Philadelphia Radio, Inc. ("Greater Philadelphia"), and Edward A. Schober are an original and four copies of a Joint Request for Approval of Settlement Agreement and associated documents, all in connection with a settlement regarding Petitions to Deny and Informal Objections filed by Sentinel and Greater Philadelphia with respect to the above-referenced applications for new FM translators filed by Edward A. Schober. Prompt Commission action on the Joint Request and all associated requests is respectfully requested.

Please date-stamped the enclosed "Return Copy" of this filing and return it to the courier delivering this package.

Should there be any questions in connection with this matter, please contact the undersigned.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sally B', is written over the typed name 'Sally A. Buckman'.

Sally A. Buckman

Enclosures  
cc (w/encl.): Edward A. Schober  
James Bradshaw  
Robert Gates

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In re:	)	
	)	
EDWARD A. SCHOBER	)	File No. BNPFT-20130830AQK
Application for a new FM Translator	)	
Station at Greenburgh, New York	)	
	)	
EDWARD A. SCHOBER	)	File No. BNPFT-20130828AGD
Application for a new FM Translator	)	
Station at Manahawkin, New Jersey	)	
	)	
EDWARD A. SCHOBER	)	File No. BNPFT-20130830APM
Application for a New FM Translator	)	
Station at Jersey City, New Jersey	)	

To: The Secretary  
Attn: Chief, Audio Division  
Media Bureau

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT**

Edward A. Schober ("Schober") is the applicant for (1) a new FM translator station on Channel 288 at Greenburgh, NY (File No. BNPFT-20130830AQK) (the "Greenburgh Application"), (2) a new FM translator station on Channel 238 at Manahawkin, NJ (File No. BNPFT-20130828AGD) (the "Manahawkin Application"), and (3) a new FM translator station on Channel 248 at Jersey City, NJ (File No. BNPFT-20130830APM) (the "Jersey City Application"). Sentinel Publishing Co. ("Sentinel"), the licensee of radio station WDHA-FM, Dover, NJ, which operates on Channel 288, filed an informal objection to the Greenburgh, NY Application on March 20, 2014. Greater Philadelphia Radio, Inc. ("Greater Philadelphia"), the licensee of radio Station WPEN(FM), Burlington, NJ, which operates on Channel 248, filed a Petition to Deny to the Jersey City Application on October 22, 2013. Greater Philadelphia is also

the licensee of radio Station WBEN-FM, Philadelphia, Pennsylvania, which operates on Channel 239, and filed a Petition to Deny the Manahawkin Application on October 1, 2013. Sentinel and Greater Philadelphia are both subsidiaries of Greater Media, Inc. Schober, Sentinel and Greater Philadelphia, pursuant to Section 73.3588 of the Commission's Rules, hereby respectfully and jointly petition for approval of a settlement with respect to the above-captioned applications for new FM translator stations and the objections thereto. Pursuant to the proposed settlement, the Greenburgh Application would be dismissed and the objections to the Manahawkin and Jersey City applications filed by Greater Philadelphia would be withdrawn. A copy of the Settlement Agreement among the parties is attached hereto as Exhibit A.

In accordance with Sections 73.3588 of the Commission's Rules, the attached Settlement Agreement and parties' Declarations submitted as Exhibits B and C hereto demonstrate that:

(i) Neither Sentinel nor its principals has paid or promised to pay any money or other consideration in exchange for the dismissal of the Greenburgh Application; (ii) Neither Greater Philadelphia nor its principals has paid or promised to pay any money or other consideration in exchange for the dismissal of the Greenburgh Application (iii) Neither Greater Philadelphia nor its principals has received or been promised that it will receive any money or other consideration in exchange for the withdrawal of its Petition to Deny the Manahawkin Application or its Petition to Deny the Jersey City Application; (iv) the Settlement Agreement sets forth the full and complete agreement of the parties relating to the withdrawal of the objections filed by Greater Philadelphia; there is no oral agreement relating to the withdrawal of the objections; (v) Schober has not received or been promised that he will receive any money or other consideration in exchange for the dismissal of his Greenburgh Application, and (vi) Schober has not paid and

will not pay any money or other consideration to Greater Philadelphia in exchange for the withdrawal of its Petitions to Deny.

Under the terms of the proposed settlement agreement, the Alpine Application would be dismissed, the Jersey City Application, as amended, would be eligible for grant and the Manahawkin Application would be eligible for grant. Approval of the proposed settlement would serve the public interest in that it will conserve the resources of the parties and the Commission and will expedite the inauguration of a new FM translator service at Manahawkin and Jersey City, NJ.

Accordingly, the parties respectfully request that this Joint Request be approved.

Respectfully Submitted,

EDWARD A. SCHOBER

 18 Sept 2014

THE SENTINEL PUBLISHING CO.

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Peter H. Smyth  
President

GREATER PHILADELPHIA RADIO, INC.

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Peter H. Smyth  
President

will not pay any money or other consideration to Greater Philadelphia in exchange for the withdrawal of its Petitions to Deny.

Under the terms of the proposed settlement agreement, the Alpine Application would be dismissed, the Jersey City Application, as amended, would be eligible for grant and the Manahawkin Application would be eligible for grant. Approval of the proposed settlement would serve the public interest in that it will conserve the resources of the parties and the Commission and will expedite the inauguration of a new FM translator service at Manahawkin and Jersey City, NJ.

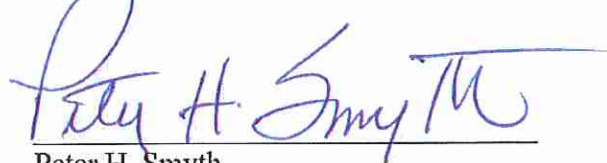
Accordingly, the parties respectfully request that this Joint Request be approved.

Respectfully Submitted,

EDWARD A. SCHOBBER

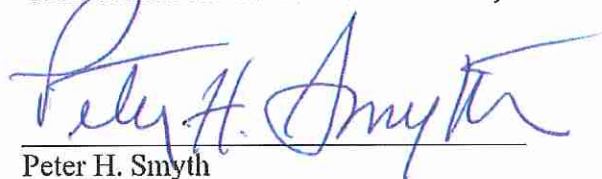
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THE SENTINEL PUBLISHING CO.



Peter H. Smyth  
President

GREATER PHILADELPHIA RADIO, INC.



Peter H. Smyth  
President

## **ATTACHMENT A**

### **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into this 18<sup>th</sup> day of September, 2014, by and among Edward A. Schober ("Schober"), The Sentinel Publishing Co. ("Sentinel"), and Greater Philadelphia Radio, Inc. ("Greater Philadelphia") (Sentinel and Greater Philadelphia collectively referred to herein as "Greater Media"), with reference to the following:

**WHEREAS**, Schober has applied for the following new FM translator stations: (i) a new FM translator station on Channel 288 at Greenburgh NY, which originally proposed to operate in Alpine, NJ (File No. BNPFT-20130830AQK) (the "Alpine Application"); (ii) a new FM translator station on Channel 238 in Manahawkin, NJ (File No. BNPFT-20130828AGD) (the "Manahawkin Application"); and (iii) a new FM translator station on Channel 248 in Jersey City, NY (File No. BNPFT-20130830APM) (the "Jersey City Application) and

**WHEREAS**, Sentinel, which is the licensee of radio station WDHA-FM, Dover, NJ, filed an Informal Objection to the Alpine Application on March 20, 2014 claiming that the proposed Greenburgh translator would cause harmful interference to Station WDHA-FM, which also operates on channel 288.

**WHEREAS**, Greater Philadelphia, which is the licensee of radio station WPEN(FM), Burlington, NJ, filed an Informal Objection to the Jersey City Application claiming that the proposed Jersey City translator would cause harmful interference to WPEN, which also operates on channel 248.

**WHEREAS**, Greater Philadelphia, which is the licensee of radio station WBEN-FM, Philadelphia, PA, filed an Informal Objection to the Manahawkin Application claiming that the proposed Manahawkin translator would cause harmful interference to WBEN-FM which operates on first adjacent channel 239.

WHEREAS, Schober and Greater Media desire to enter into this Settlement Agreement pursuant to which Schober will dismiss the Alpine application, amend the Jersey City application to propose modified facilities and Greater Media will dismiss its Informal Objections to the Alpine Application, the Jersey City Application and the Manahawkin Application.

WHEREAS, Schober and Greater Media believe that the settlement set forth herein will serve the public interest because it will eliminate objections to the Jersey City and Manahawkin Applications and facilitate their approval.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, Schober, Sentinel and Greater Philadelphia hereby agree as follows:

1. Dismissal of Alpine Application. Schober agrees to prepare and file with the FCC no later than September 19, 2014 a Request that the Alpine Application be dismissed and provide Greater Media with evidence of such filing.

2. Amendment of Jersey Application. Schober agrees to prepare and file with the FCC no later than September 19, 2014 an amendment to the Jersey City Application that has been approved in writing by Greater Philadelphia and provide Greater Media with evidence of such filing.

3. FCC Approval. Within three (3) business days following the later of (i) the date the request for dismissal of the Alpine Application is filed, and (ii) the date the amendment to the Jersey City Application is filed, Schober and Greater Media agree to submit to the FCC a Joint Request for Approval of Settlement Agreement (a "Joint Request"), pursuant to Section 73.3588 of the FCC's Rules, seeking (a) the FCC's approval of the withdrawal of the Informal Objections; (b) dismissal of the Alpine Application; and (c) FCC processing and grant of the Jersey City Application and the Manahawkin Application.



4. Cooperation. The parties agree to proceed in good faith and cooperate with each other and with the FCC to carry out and effectuate the terms of this Agreement, including by expeditiously providing to each other or the FCC any and all additional information that may be reasonably required, and by expeditiously filing any additional documents that may be necessary or appropriate to comply with the FCC's rules or to effectuate the objectives of this Agreement. Neither party shall take any action that is contrary to the terms of this Agreement or the transactions contemplated herein, including the FCC's grant of the Joint Request and the Jersey City Application and the Manahawkin Application. Notwithstanding anything to the contrary contained in this Agreement, Schober agrees that following the date hereof (i) he will not modify the proposed Jersey City FM Translator or the proposed Manahawkin FM translator in a manner that would result in the potential for increased interference to WPEN or WBEN-FM, respectively, and (ii) that he will not file with the FCC any amendments to either the Jersey City Application or the Manahawkin Application or any application to modify a construction permit or license for the Manahawkin FM translator or the Jersey City FM translator unless Greater Media has reviewed the proposed changes and confirmed in writing that they will not cause any additional interference to WPEN or WBEN-FM, respectively. Greater Media agrees that it will not file an objection to the Jersey City Application, as amended, or the Manahawkin application provided that Schober complies with this Agreement. The parties further agree that if following the commencement of operations of the Schober Manahawkin FM translator or the Schober Jersey City FM translator, Greater Media receives any bona fide complaints from listeners of WBEN-FM or WPEN, respectively, and such complaints show the Manahawkin FM translator is causing interference to WBEN-FM or the New Jersey City FM translator is causing interference to WPEN, nothing in this Agreement shall prohibit Greater Media from forwarding such

complaints to Schober for resolution or from sending such complaints to the FCC in the event that the complaints are not resolved promptly and satisfactorily by Schober.

5. Compliance with Section 73.3588 of the FCC's Rules. By executing this Agreement the parties each certify in their individual capacity, under penalty of perjury, as follows:

- a) Neither it nor any of its principals has received, will receive, has paid, or has promised to pay any consideration for its obligations under this Agreement.
- b) This Agreement contains all the terms of the proposed agreement between the parties and accurately and completely sets forth the agreements and obligations of the parties.
- c) The FCC's approval of this Agreement will serve the public interest by conserving the resources of the parties and the FCC and expediting the inauguration of a new FM Translator service at Jersey City, New Jersey and Manahawkin, New Jersey.

6. Termination. This Agreement may not be terminated except with the mutual consent of the parties or in the event the FCC dismisses or denies the Joint Request.

7. Representations. Each party affirmatively represents as follows:

- a) It has the full authority and power to enter this Agreement, which is legally binding and enforceable against it;
- b) It has the ability and legal authority to perform its obligations hereunder, and is under no restrictions or limitations (contractual, governmental, or otherwise) which prevent or preclude it from entering into this Agreement and performing its obligations hereunder;
- c) The performance of its obligations under this Agreement will not violate any law, organizational document, or any agreement to which it is a party, and will not breach or

cause it to breach or come into default under any contract, agreement or other understanding to which it is a party. The person signing this Agreement on its behalf has the authority to bind the party to the obligations set forth herein.

d) It will not take any action, or fail to take any required action, which has the effect of hindering the consummation of the transactions contemplated in this Agreement.

8. Breach. The parties agree that the rights granted to each other under this Agreement are unique and that a party may not be fully compensated by monetary damages in the event of a material breach by the other party. Therefore, the parties agree that in the event a party is in default under this Agreement, or refuses to cooperate in seeking to effectuate this Agreement, the other party shall have available to it all remedies to which they are entitled under law or at equity, including any and all rights to the remedy of specific performance. No breach of or default under this Agreement shall be deemed to exist unless the breaching or defaulting party shall have received written notice from the other party that it is in breach or default and shall have had ten (10) business days from the receipt of the first such notice (in the event it receives more than one notice) in which to cure said breach or default. A party successful in prosecuting a suit to enforce the terms of this Agreement may receive from the non-prevailing party the award of reasonable attorneys' fees and expenses if so awarded by a court.

9. Notices. Any notice required hereunder shall be in writing and shall be deemed given when sent by certified mail (postage prepaid, return receipt requested) to the following:

If to Schober:

Edward A. Schober  
402 Tenth Avenue  
P.O. Box 367  
Haddon Heights, NJ 08035

If to Sentinel or Greater Philadelphia:

Greater Media, Inc.  
35 Braintree Hill Office Park  
Suite 300  
Braintree, MA 02184  
Attn: Ellen J. Rubin

With a copy to:

Lerman Senter PLLC  
2000 K Street NW, Suite 600  
Washington, DC 20006  
Attn: Sally A. Buckman

Or to such other address as a party may specify in a notice provided in accordance with the provisions of this paragraph.

10. Entire Agreement. This Agreement embodies the entire understanding between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof.

11. Assignment and Amendment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, and assigns. No alteration, amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties, and any waiver shall be effective only for the purpose for which it is given.

12. Counterparts and Facsimile Signatures. This Agreement may be signed in counterparts with the same effect as if the signature of each such counterpart were upon the same instrument, and each executed copy shall be an original for all purposes without accounting for the other copies. Facsimile or electronic copies of any signature on this Agreement shall be deemed and treated as if the facsimile or electronic signature is an original signature.

13. Interpretation. This Agreement shall be construed in accordance with and under the laws of the State of Delaware, without regard to principles and conflicts of laws, and as applicable, the rules of the FCC and the Communications Act of 1934, as amended.

[SIGNATURE PAGE TO FOLLOW]

Signature Page in Settlement Agreement

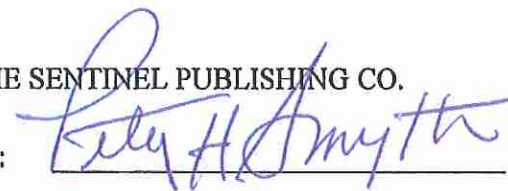
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

 18 Sept 2014  
EDWARD A. SCHÖBER

THE SENTINEL PUBLISHING CO.

By:

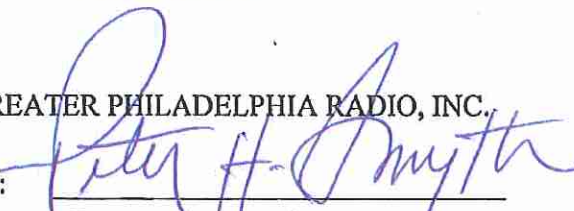
Title:

  
President

GREATER PHILADELPHIA RADIO, INC.

By:

Title:

  
President

## **ATTACHMENT B**

## DECLARATION OF PETER H. SMYTH

I, Peter H. Smyth, hereby declare and state as follows:

I am the President of The Sentinel Publishing Co ("Sentinel"), which is a subsidiary of Greater Media, Inc.

I am the President of Greater Philadelphia Radio, Inc. ("Greater Philadelphia"), which is a subsidiary of Greater Media, Inc.

Sentinel and Greater Philadelphia have entered into a Settlement Agreement with Edward A. Schober ("Schober"). Schober has pending before the FCC applications for new FM Translator stations on Channel 288 at Greenburgh, NY (the "Greenburgh Application"); Channel 238 at Manahawkin, NJ (the "Manahawkin Application"); and Channel 248 at Jersey City, NJ (the "Jersey City Application"). Sentinel has filed an informal objection to the Greenburgh Application. Greater Philadelphia has filed Petitions to Deny the Manahawkin Application and the Jersey City Application.

Under the terms of the Settlement Agreement, Schober has agreed to dismiss the Greenburgh application and to amend the Jersey City Application, and Greater Philadelphia has agreed to withdraw its Petitions to Deny the Manahawkin Application and the Jersey City Application.

Neither Sentinel nor its principals has either paid, or promised to pay, any consideration to Schober or to any other party in relation to this proceeding.

Neither Greater Philadelphia nor its principals has either paid, or promised to pay, any consideration to Schober or to any other party in relation to this proceeding.

Neither Greater Philadelphia nor its principals has been paid or been promised to be paid any consideration in exchange for the withdrawal of its Petition to Deny the Manahawkin Application.


Neither Greater Philadelphia nor its principals has been paid or been promised to be paid any consideration in exchange for the withdrawal of its Petition to Deny the Jersey City Application.

The Settlement Agreement sets forth the full and complete agreement of Sentinel, Greater Philadelphia and Schober relating to this proceeding. There is no oral agreement with respect to the withdrawal of Greater Philadelphia's Petitions to Deny.

[Signature Page Follows]



All representations made herein are true and correct and made under penalty of perjury.  
Signed and dated this 18<sup>th</sup> day of September, 2014.

  
\_\_\_\_\_  
Peter H. Smyth

## **ATTACHMENT C**

**DECLARATION OF EDWARD A. SCHOBER**

I, Edward A. Schober, hereby declare and state as follows:

I have filed applications with the FCC for construction permits for the following new FM translators: Channel 288 at Greenburgh, NY (the "Greenburgh Application"); Channel 238 at Manahawkin, NJ (the "Manahawkin Application"); and Channel 248 at Jersey City, NJ (the "Jersey City Application").

The Sentinel Publishing Company ("Sentinel") has filed an informal objection to the Greenburgh Application. Greater Philadelphia Radio, Inc. ("Greater Philadelphia") has filed Petitions to Deny the Manahawkin Application and the Jersey City Application.

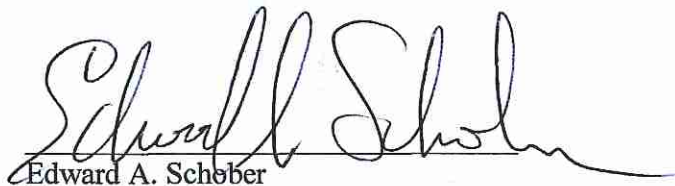
I have entered into a Settlement Agreement with Sentinel and Greater Philadelphia. Under the terms of the Settlement Agreement, I have agreed to dismiss the Greenburgh application and to amend the Jersey City Application, and Greater Philadelphia has agreed to withdraw its Petitions to Deny the Manahawkin Application and the Jersey City Application.

I have not paid, or promised to pay, any consideration to Sentinel, Greater Philadelphia, or to any other party in relation to this proceeding.

I have not been paid or been promised to be paid any consideration in exchange for the dismissal of the Greenburgh Application.

The Settlement Agreement sets forth the full and complete agreement of Sentinel, Greater Philadelphia and myself relating to this proceeding. There is no oral agreement with respect to the withdrawal of Greater Philadelphia's Petitions to Deny.

All representations made herein are true and correct and made under penalty of perjury. Signed and dated this 18<sup>th</sup> day of September, 2014.

  
Edward A. Schober

**CERTIFICATE OF SERVICE**

I, Genevieve F. Edmonds, do hereby certify that a true copy of the foregoing Joint Request for Approval of Settlement Agreement was sent this 19<sup>th</sup> day of September, 2014, to the following parties:

Edward A. Schober  
402 Tenth Avenue  
P.O. Box 367  
Haddon Heights, NJ 08035

James Bradshaw\*  
Robert Gates  
Audio Division, Media Bureau  
Federal Communications Commission  
445 Twelfth Street, SW  
Room 2-B450  
Washington, DC 20554

  
\_\_\_\_\_  
GENEVIEVE F. EDMONDS

\*via hand delivery