

ORIGINAL

9-10-10

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington D.C. 20554

In re Applications of:

Washington State University
New NCE FM Station Application
Channel 210, Pullman, WA

Radio Free Moscow, Inc.
New NCE FM Station Application
Channel 210, Pullman, WA

File: BNPED-20071022AVN
Facility ID: 171613

File: BNPED-20071018BDI
Facility ID: 172587

FILED/ACCEPTED

To: Marlene Dortch, Secretary
Attn: Chief, Audio Division, Media Bureau

SEP - 7 2010

Federal Communications Commission
Office of the Secretary

JOINT REQUEST FOR APPROVAL OF SETTLEMENT
FOR NCE MX GROUP # 257

Washington State University ("WSU") and Radio Free Moscow, Inc. ("RFM") (each a "Party" and, collectively, the "Parties"), by counsel and pursuant to Section 73.3525 of the Commission's Rules, hereby petition for FCC approval of the attached Settlement Agreement. As discussed below, the Agreement will result in a universal settlement of this proceeding, thereby expediting service to the public and saving FCC resources and the resources of the Parties.

In support thereof, the following is shown:

1. WSU's above-captioned application for a new noncommercial educational FM station at Pullman, Washington (the "WSU Pullman Application") is mutually exclusive in NCE MX Group # 257 with RFM's above-captioned application for a new noncommercial educational radio station at Pullman, Washington (the "RFM Pullman Application"). In order to resolve this

proceeding, the Parties have reached a settlement agreement that will result in the universal settlement of the MX Group.

2. Pursuant to the settlement agreement, RFM will dismiss the RFM Pullman Application with prejudice; WSU will file a minor change to license application for its station KNWV(FM), Clarkston, Washington; WSU will file a minor technical amendment to the WSU Pullman Application; RFM will file a minor technical amendment to its application for a new noncommercial educational FM station at Moscow, Idaho (the "RFM Moscow Application"); and WSU agrees not to object to certain technical modifications to the RFM Moscow Application.

3. The Parties therefore respectfully request that the FCC: (1) approve the Settlement Agreement appended hereto; (2) dismiss the RFM Pullman Application; (3) grant the WSU Pullman Application, as amended; and (4) grant the RFM Moscow Application, as amended.

4. Attached hereto as Exhibit A is a Settlement Agreement between WSU and RFM. The Agreement is executed by both parties, and its effectiveness is expressly conditioned upon prior FCC approval.

5. The Parties agree that, absent a settlement, the resolution the MX is likely to be protracted, expensive, subject to administrative delay and uncertainty, and a burden upon the Commission's and Parties' resources, as well as delaying new noncommercial radio service to the proposed communities of licenses.

6. Attached hereto as Exhibits B and C are the necessary certifications from each Party pursuant to Section 73.3525 of the Commission's rules.

7. Approval of the attached Settlement Agreements will serve the public interest, convenience, and necessity and such approval will expedite the initiation of new noncommercial radio service to the community of Pullman, Washington. In addition, approval of the attached Settlement Agreement will conserve scarce resources of the Parties (both of which are noncommercial educational applicants) and of the FCC.

8. Thus, this Settlement Agreement is consistent with Section 307(b) of the Communications Act of 1934, as amended, and will serve the public interest.

9. For the foregoing reasons, the Parties respectfully request that the FCC approve the attached Settlement Agreement and take the actions set forth in Paragraph 3 above.

[Remainder of Page Left Intentionally Blank]

Respectfully submitted,

WASHINGTON STATE UNIVERSITY

By: Barry Persh
Barry S. Persh

DOW LOHNES PLLC
1200 New Hampshire Ave., N.W.
Washington, DC 20036-6802
202-776-2000
Its Attorney

RADIO FREE MOSCOW, INC.

By: Michael Couzens

PO Box 3642
6536 Telegraph Road
Suite B-201
Oakland, CA 94609
Its Attorney

Dated: September 7, 2010

ATTACHMENT A

Settlement Agreement

NCE MX GROUP #257 SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this 27th day of August, 2010, by and between WASHINGTON STATE UNIVERSITY ("WSU") and RADIO FREE MOSCOW, INC. ("RFM") (each a "Party," and, collectively the "Parties").

WHEREAS, WSU has applied to the Federal Communications Commission (the "FCC" or "Commission") for authority to construct a new noncommercial educational FM station on Channel 210 at Pullman, Washington, in FCC File No. BNPED-20071022AVN (the "WSU Pullman Application");

WHEREAS, RFM has applied to the FCC for authority to construct a new noncommercial educational FM station on Channel 210 at Pullman, Washington, in FCC File No. BNPED-20071018BDI (the "RFM Pullman Application"), and a new noncommercial educational FM station on Channel 212 at Moscow, Idaho, in FCC File No. BNPED-20071018BDS (the "RFM Moscow Application");

WHEREAS, WSU is the licensee of noncommercial educational FM station KNWV(FM), Clarkston, Washington, FCC Facility ID 71042;

WHEREAS, the WSU Pullman Application and the RFM Pullman Application are mutually exclusive with each other in MX Group # 257;

WHEREAS, the Parties believe that this Agreement will be in the public interest in that it will assist in the resolution of the mutual exclusivity before the Commission, and thereby speed the inauguration of new FM noncommercial broadcast services; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, conditions, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. **Dismissal of Application.** RFM shall request that the FCC dismiss with prejudice the RFM Pullman Application, which will result in the WSU Pullman Application becoming a singleton, eligible for acceptance for filing and processing by the FCC.

2. **Request for FCC Consent.** Within three (3) days after execution of this Agreement, the Parties, by their respective counsel, will file a Joint Request with the Commission pursuant to Section 73.3525 of the Commission's Rules, which will request, among other things, that the Media Bureau: (a) grant the Joint Request and approve this Agreement; (b) dismiss the RFM Pullman Application; and (c) grant the WSU Pullman Application. The Parties shall file with the Joint Request a copy of this Agreement together with all supporting documentation required by Section 73.3525 of the Commission's Rules. The Parties agree that they will file and prosecute the Joint Request diligently and in good faith, including the timely submission of any information requested by the FCC in connection with the Joint Request and the timely filing and vigorous prosecution of any pleadings responsive to any opposition to the Joint Request that may be filed by any party. This Agreement is conditioned upon the

Commission granting the Joint Request and approving this Agreement, and such Commission action becoming final, *i.e.*, no longer subject to administrative or judicial reconsideration, review or appeal.

3. **Consideration.** As consideration for RFM's request for dismissal of the RFM Pullman Application, WSU agrees (a) to file and prosecute with the FCC an application for a minor change to the licensed facility of Station KNWV(FM) in accordance with the engineering proposal set forth in Attachment 1 to this Agreement; and (b) to file and prosecute with the FCC a minor amendment application to the WSU Pullman Application in accordance with the engineering proposal set forth in Attachment 2 to this Agreement. RFM agrees to file and prosecute with the FCC a minor amendment application for the RFM Moscow Application in accordance with the engineering proposal set forth in Attachment 3 to this Agreement. The three FCC filings contemplated above in this Section 3 shall be submitted within five (5) business days of the filing of this Agreement with the FCC. WSU also agrees not to object should RFM apply to further modify the RFM Moscow Application proposal within two (2) years of the date of this Agreement in accordance with the technical proposal set forth in Attachment 3 except with an effective radiated power of up to 1.1 kW and a height above average terrain of 276 meters (the "RFM Moscow Modification"), notwithstanding an associated request by RFM for a waiver with respect to interference to the WSU Pullman Application and to WSU's station KZUU(FM), Pullman, Washington. Alternatively, RFM may apply to further modify the RFM Moscow Application proposal within two (2) years of the date of this Agreement to specify a different location, height, and/or power combination provided that the proposed facility's 60 dBu contour does not exceed that of the RFM Moscow Modification.

4. **Final Action.** The obligations of the Parties under this Agreement are expressly conditioned upon the FCC taking "Final Action" approving this Agreement in its entirety, granting the WSU Pullman Application, granting the RFM Moscow Application, and dismissing the RFM Pullman Application. For purposes of this Agreement, an action by the FCC shall be a "Final Action" when the time for filing any requests for administrative or judicial review of such action, or for the FCC to reconsider such action on its own motion, has lapsed without any such filing or motion having been filed or, in the event of any such filing or motion, it shall have been disposed of in a manner so as not to affect the validity of the action taken and the time for seeking further administrative or judicial review with respect to the action shall have expired without any request for such further review having been filed.

5. **Authorization and Binding Obligation.** The Parties hereto represent to one another that they each have the power and authority to enter into and carry out this Agreement and that this Agreement constitutes a valid and binding obligation of each of them in accordance with its terms.

6. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties. This Agreement shall terminate if the FCC denies or designates for evidentiary hearing the Joint Settlement Request and such denial becomes a Final Action. Either party may terminate this Agreement by notice to the other party if this Agreement has not been approved by the FCC within eighteen (18) months of its filing with the FCC.

7. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties, and no other consideration, action or forbearance is contemplated or relied upon by them. This Agreement may not be amended or modified except by a writing signed by both Parties.

8. **Assignment and Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their heirs, successors, executors, legal representatives and assigns, provided however that neither Party may voluntarily assign this Agreement without the express written consent of the other Party.

9. **Enforcement.** Should the Parties engage in litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court. The Parties recognize that this Agreement confers a unique benefit, the loss of which cannot be compensated for through monetary damages. Thus, in the event of a breach of this Agreement, the Parties acknowledge that specific performance or other equitable relief would be an appropriate remedy, and agree to waive any defense that there is an adequate remedy at law for breach of this Agreement.

10. **Counterparts.** The Parties agree that this Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument. This Agreement shall be effective upon the delivery of facsimile signatures.

11. **Governing Law.** This Agreement shall be construed under the laws of the state of Washington.

12. **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

13. **Notices.** Any notice or other communication required or permitted by this Agreement shall be in writing and shall be delivered in person or by first-class United States registered or certified mail, postage prepaid and return receipt requested, or by a nationally recognized overnight courier service, with delivery charges prepaid, to the Parties at the following addresses:

If to WSU:

Washington State University
The Edward R. Murrow College of Communication
PO Box 642530
Pullman, WA 99164-2530
Attn: Kerry Swanson
Phone: (509) 335-6512
Email: kerry_swanson@wsu.edu

With a copy (which shall not constitute notice) to:

Barry S. Persh
Dow Lohnes pllc
1200 New Hampshire Avenue, N.W., Suite 800
Washington, DC 20036
Phone: (202)-776-2458
Email: bpersh@dowlohnesh.com

If to RFM:

Radio Free Moscow, Inc.
114 E. 3rd St., # 201
Moscow, ID 83843
Phone:
Email:

With a copy (which shall not constitute notice) to:

Michael Couzens
PO Box 3642
6536 Telegraph Road
Suite B-201
Oakland, CA 94609
Phone: (510)658-7654
Email: cuz@lptv.tv

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the date(s) indicated below.

WASHINGTON STATE UNIVERSITY


Name: Lawrence Pintak
Title: Founding Dean

Date: 8/27, 2010

RADIO FREE MOSCOW, INC.

Name:
Title:

Date: _____, 2010

Barry S. Persh
Dow Lohnes pllc
1200 New Hampshire Avenue, N.W., Suite 800
Washington, DC 20036
Phone: (202)-776-2458
Email: bpersh@dowlohnesh.com

If to RFM:

Radio Free Moscow, Inc.
114 E. 3rd St., # 201
Moscow, ID 83843
Phone: 208 892-9300
Email: leigh@radiofreemoscow.com

With a copy (which shall not constitute notice) to:

Michael Couzens
PO Box 3642
6536 Telegraph Road
Suite B-201
Oakland, CA 94609
Phone: (510)658-7654
Email: cuz@lptv.tv


IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the date(s) indicated below.

WASHINGTON STATE UNIVERSITY

Name:
Title:

Date: _____, 2010

RADIO FREE MOSCOW, INC.



Name: Cass Davis
Title: Board President

Date: Aug 26, 2010

ATTACHMENT 1

Technical portion of FCC Form 340 Minor Change Application for KNWV(FM)

Section VII - FM Engineering**TECHNICAL SPECIFICATIONS**

Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.

TECH BOX

1.	Channel Number: 213																																																																																																	
2.	Class (select one): <input type="radio"/> D <input checked="" type="radio"/> A <input type="radio"/> B1 <input type="radio"/> B <input type="radio"/> C3 <input checked="" type="radio"/> C2 <input type="radio"/> C1 <input type="radio"/> C0 <input type="radio"/> C																																																																																																	
3.	Antenna Location Coordinates: (NAD 27) Latitude: Degrees 46 Minutes 27 Seconds 26 <input checked="" type="radio"/> North <input type="radio"/> South Longitude: Degrees 117 Minutes 6 Seconds 0 <input checked="" type="radio"/> West <input type="radio"/> East																																																																																																	
4.	Proposed Assignment Coordinates: (NAD 27) - RESERVED CHANNELS ABOVE 220 ONLY <input checked="" type="checkbox"/> Not Applicable Latitude: Degrees Minutes Seconds <input type="radio"/> North <input type="radio"/> South Longitude: Degrees Minutes Seconds <input type="radio"/> West <input type="radio"/> East																																																																																																	
5.	Antenna Structure Registration Number: <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA																																																																																																	
6.	Overall Tower Height Above Ground Level:	20 meters																																																																																																
7.	Height of Radiation Center Above Mean Sea Level:	908 meters(H) 908 meters(V)																																																																																																
8.	Height of Radiation Center Above Ground Level:	18 meters(H) 18 meters(V)																																																																																																
9.	Height of Radiation Center Above Average Terrain:	322 meters(H) 322 meters(V)																																																																																																
10.	Effective Radiated Power:	0.42 kW(H) 0.42 kW(V)																																																																																																
11.	Maximum Effective Radiated Power: (Beam-Tilt Antenna ONLY)	<input checked="" type="checkbox"/> Not Applicable kW(H) kW(V)																																																																																																
12.	Directional Antenna Relative Field Values: <input type="checkbox"/> Not applicable (Nondirectional) Rotation (Degrees): <input checked="" type="checkbox"/> No Rotation																																																																																																	
	<table border="1"> <thead> <tr> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0.178</td> <td>10</td> <td>0.178</td> <td>20</td> <td>0.178</td> <td>30</td> <td>0.186</td> <td>40</td> <td>0.212</td> <td>50</td> <td>0.243</td> </tr> <tr> <td>60</td> <td>0.304</td> <td>70</td> <td>0.38</td> <td>80</td> <td>0.476</td> <td>90</td> <td>0.596</td> <td>100</td> <td>0.746</td> <td>110</td> <td>0.933</td> </tr> <tr> <td>120</td> <td>1</td> <td>130</td> <td>1</td> <td>140</td> <td>1</td> <td>150</td> <td>1</td> <td>160</td> <td>1</td> <td>170</td> <td>1</td> </tr> <tr> <td>180</td> <td>1</td> <td>190</td> <td>1</td> <td>200</td> <td>1</td> <td>210</td> <td>1</td> <td>220</td> <td>1</td> <td>230</td> <td>1</td> </tr> <tr> <td>240</td> <td>1</td> <td>250</td> <td>1</td> <td>260</td> <td>0.844</td> <td>270</td> <td>0.674</td> <td>280</td> <td>0.539</td> <td>290</td> <td>0.43</td> </tr> <tr> <td>300</td> <td>0.344</td> <td>310</td> <td>0.275</td> <td>320</td> <td>0.219</td> <td>330</td> <td>0.178</td> <td>340</td> <td>0.178</td> <td>350</td> <td>0.178</td> </tr> <tr> <td colspan="2">Additional Azimuths</td> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2"></td> </tr> </tbody> </table>	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	0	0.178	10	0.178	20	0.178	30	0.186	40	0.212	50	0.243	60	0.304	70	0.38	80	0.476	90	0.596	100	0.746	110	0.933	120	1	130	1	140	1	150	1	160	1	170	1	180	1	190	1	200	1	210	1	220	1	230	1	240	1	250	1	260	0.844	270	0.674	280	0.539	290	0.43	300	0.344	310	0.275	320	0.219	330	0.178	340	0.178	350	0.178	Additional Azimuths												
Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value																																																																																							
0	0.178	10	0.178	20	0.178	30	0.186	40	0.212	50	0.243																																																																																							
60	0.304	70	0.38	80	0.476	90	0.596	100	0.746	110	0.933																																																																																							
120	1	130	1	140	1	150	1	160	1	170	1																																																																																							
180	1	190	1	200	1	210	1	220	1	230	1																																																																																							
240	1	250	1	260	0.844	270	0.674	280	0.539	290	0.43																																																																																							
300	0.344	310	0.275	320	0.219	330	0.178	340	0.178	350	0.178																																																																																							
Additional Azimuths																																																																																																		

Relative Field Polar Plot

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

CERTIFICATION

AUXILIARY ANTENNA APPLICANTS ARE NOT REQUIRED TO RESPOND TO ITEMS 13-17. PROCEED TO ITEM 18.

13.	Main Studio Location. The proposed main studio location complies with 47 C.F.R. Section 73.1125.	<input type="radio"/> Yes <input checked="" type="radio"/> No See Explanation in
-----	---	---

		[Exhibit 13]
14.	Community Coverage. The proposed facility complies with 47 C.F.R. Section 73.315. (Channels 221 and above) or 47 C.F.R. Section 73.515 (Channels 220 and below).	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
15.	Interference. The proposed facility complies with all of the following applicable rule sections. Check all that apply: <div> Contour Overlap Requirements. a. <input checked="" type="checkbox"/> 47 C.F.R. Section 73.509 Exhibit Required. [Exhibit 16] </div> <div> Spacing Requirements. b. <input type="checkbox"/> 47 C.F.R. Section 73.207 with respect to station(s) </div> <div> Grandfathered Short-Spaced. c. <input type="checkbox"/> 47 C.F.R. Section 73.213(a) with respect to station(s) Exhibit Required. [Exhibit 17] </div> <div> Contour Protection. d. <input type="checkbox"/> 47 C.F.R. Section 73.215(a) with respect to station(s) Exhibit Required. [Exhibit 18] </div> <div> Television Channel 6 Protection. e. <input type="checkbox"/> 47 C.F.R. Section 73.525 with respect to station(s) Exhibit Required. [Exhibit 19] </div>	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 15]
16.	Reserved Channels Above 220. a. Availability of Channels. The proposed facility complies with the assignment requirements of 47 C.F.R. Section 73.203.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 20]
17.	International Borders. The proposed antenna location is not within 320 kilometers of the common border between the United States and Canada or Mexico. If "No," specify the country and provide an exhibit of compliance with all provisions of the relevant International Agreement.	<input type="radio"/> Yes <input checked="" type="radio"/> No <input checked="" type="radio"/> Canada <input type="radio"/> Mexico [Exhibit 21]
18.	Environmental Protection Act. The proposed facility is excluded from environmental processing under 47. C.F.R. Section 1.1306 (i.e., The facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Worksheet #7, an Exhibit is required. By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 22]
19.	Community of License Change - Section 307(b). If the application is being submitted to change the facility's community of license, then the applicant certifies that it has attached an exhibit containing information demonstrating that the proposed community of license change comports with the fair distribution of service policies underlying Section 307(b) of the Communications Act of 1934, as amended (47 U.S.C. Section 307(b)). An exhibit is required unless this question is not applicable.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A [Exhibit 23]
PREPARER'S CERTIFICATION ON PAGE 8 MUST BE COMPLETED AND SIGNED.		

ATTACHMENT 2

Technical portion of FCC Form 340 Minor Amendment for WSU Pullman Application

Section VII - FM Engineering**TECHNICAL SPECIFICATIONS**

Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.

TECH BOX

1.	Chanel Number: 210																																																																																					
2.	Class (select one): <input type="radio"/> D <input checked="" type="radio"/> A <input type="radio"/> B1 <input type="radio"/> B <input type="radio"/> C3 <input type="radio"/> C2 <input type="radio"/> C1 <input type="radio"/> C0 <input type="radio"/> C																																																																																					
3.	Antenna Location Coordinates: (NAD 27) Latitude: Degrees 46 Minutes 37 Seconds 59 <input checked="" type="radio"/> North <input type="radio"/> South Longitude: Degrees 117 Minutes 5 Seconds 17 <input checked="" type="radio"/> West <input type="radio"/> East																																																																																					
4.	Proposed Assignment Coordinates: (NAD 27) - RESERVED CHANNELS ABOVE 220 ONLY <input checked="" type="checkbox"/> Not Applicable Latitude: Degrees Minutes Seconds <input type="radio"/> North <input type="radio"/> South Longitude: Degrees Minutes Seconds <input type="radio"/> West <input type="radio"/> East																																																																																					
5.	Antenna Structure Registration Number: <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA																																																																																					
6.	Overall Tower Height Above Ground Level:	27.4 meters																																																																																				
7.	Height of Radiation Center Above Mean Sea Level:	1057 meters(H) 1057 meters(V)																																																																																				
8.	Height of Radiation Center Above Ground Level:	21.3 meters(H) 21.3 meters(V)																																																																																				
9.	Height of Radiation Center Above Average Terrain:	240 meters(H) 240 meters(V)																																																																																				
10.	Effective Radiated Power:	0.35 kW(H) 0.35 kW(V)																																																																																				
11.	Maximum Effective Radiated Power: (Beam-Tilt Antenna ONLY)	<input checked="" type="checkbox"/> Not Applicable kW(H) kW(V)																																																																																				
12.	Directional Antenna Relative Field Values: <input type="checkbox"/> Not applicable (Nondirectional) Rotation (Degrees): <input checked="" type="checkbox"/> No Rotation																																																																																					
	<table border="1"> <thead> <tr> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> <th>Degrees</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>0.408</td> <td>10</td> <td>0.324</td> <td>20</td> <td>0.273</td> <td>30</td> <td>0.225</td> <td>40</td> <td>0.199</td> <td>50</td> <td>0.186</td> </tr> <tr> <td>60</td> <td>0.229</td> <td>70</td> <td>0.289</td> <td>80</td> <td>0.364</td> <td>90</td> <td>0.458</td> <td>100</td> <td>0.576</td> <td>110</td> <td>0.474</td> </tr> <tr> <td>120</td> <td>0.405</td> <td>130</td> <td>0.342</td> <td>140</td> <td>0.28</td> <td>150</td> <td>0.242</td> <td>160</td> <td>0.209</td> <td>170</td> <td>0.196</td> </tr> <tr> <td>180</td> <td>0.235</td> <td>190</td> <td>0.288</td> <td>200</td> <td>0.306</td> <td>210</td> <td>0.355</td> <td>220</td> <td>0.431</td> <td>230</td> <td>0.543</td> </tr> <tr> <td>240</td> <td>0.684</td> <td>250</td> <td>0.861</td> <td>260</td> <td>1</td> <td>270</td> <td>1</td> <td>280</td> <td>1</td> <td>290</td> <td>1</td> </tr> <tr> <td>300</td> <td>1</td> <td>310</td> <td>1</td> <td>320</td> <td>1</td> <td>330</td> <td>0.814</td> <td>340</td> <td>0.647</td> <td>350</td> <td>0.514</td> </tr> </tbody> </table>	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	0	0.408	10	0.324	20	0.273	30	0.225	40	0.199	50	0.186	60	0.229	70	0.289	80	0.364	90	0.458	100	0.576	110	0.474	120	0.405	130	0.342	140	0.28	150	0.242	160	0.209	170	0.196	180	0.235	190	0.288	200	0.306	210	0.355	220	0.431	230	0.543	240	0.684	250	0.861	260	1	270	1	280	1	290	1	300	1	310	1	320	1	330	0.814	340	0.647	350	0.514	Additional Azimuths
Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value																																																																											
0	0.408	10	0.324	20	0.273	30	0.225	40	0.199	50	0.186																																																																											
60	0.229	70	0.289	80	0.364	90	0.458	100	0.576	110	0.474																																																																											
120	0.405	130	0.342	140	0.28	150	0.242	160	0.209	170	0.196																																																																											
180	0.235	190	0.288	200	0.306	210	0.355	220	0.431	230	0.543																																																																											
240	0.684	250	0.861	260	1	270	1	280	1	290	1																																																																											
300	1	310	1	320	1	330	0.814	340	0.647	350	0.514																																																																											

Relative Field Polar Plot

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

CERTIFICATION

AUXILIARY ANTENNA APPLICANTS ARE NOT REQUIRED TO RESPOND TO ITEMS 13-17. PROCEED TO ITEM 18.

13.	Main Studio Location. The proposed main studio location complies with 47 C.F.R. Section 73.1125.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in
-----	---	---

		[Exhibit 13]
14.	Community Coverage. The proposed facility complies with 47 C.F.R. Section 73.315. (Channels 221 and above) or 47 C.F.R. Section 73.515 (Channels 220 and below).	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
15.	Interference. The proposed facility complies with all of the following applicable rule sections. Check all that apply: Contour Overlap Requirements. a. <input checked="" type="checkbox"/> 47 C.F.R. Section 73.509 Exhibit Required. [Exhibit 16] Spacing Requirements. b. <input type="checkbox"/> 47 C.F.R. Section 73.207 with respect to station(s) Grandfathered Short-Spaced. c. <input type="checkbox"/> 47 C.F.R. Section 73.213(a) with respect to station(s) Exhibit Required. [Exhibit 17] Contour Protection. d. <input type="checkbox"/> 47 C.F.R. Section 73.215(a) with respect to station(s) Exhibit Required. [Exhibit 18] Television Channel 6 Protection. e. <input type="checkbox"/> 47 C.F.R. Section 73.525 with respect to station(s) Exhibit Required. [Exhibit 19]	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 15]
16.	Reserved Channels Above 220. a. Availability of Channels. The proposed facility complies with the assignment requirements of 47 C.F.R. Section 73.203.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 20]
17.	International Borders. The proposed antenna location is not within 320 kilometers of the common border between the United States and Canada or Mexico. If "No," specify the country and provide an exhibit of compliance with all provisions of the relevant International Agreement.	<input type="radio"/> Yes <input checked="" type="radio"/> No <input checked="" type="radio"/> Canada <input type="radio"/> Mexico [Exhibit 21]
18.	Environmental Protection Act. The proposed facility is excluded from environmental processing under 47 C.F.R. Section 1.1306 (i.e., The facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Worksheet #7, an Exhibit is required. By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 22]
19.	Community of License Change - Section 307(b). If the application is being submitted to change the facility's community of license, then the applicant certifies that it has attached an exhibit containing information demonstrating that the proposed community of license change comports with the fair distribution of service policies underlying Section 307(b) of the Communications Act of 1934, as amended (47 U.S.C. Section 307(b)). An exhibit is required unless this question is not applicable.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A [Exhibit 23]
PREPARER'S CERTIFICATION ON PAGE 8 MUST BE COMPLETED AND SIGNED.		

ATTACHMENT 3

Technical portion of FCC Form 340 Minor Amendment for RFM Moscow Application

Name MICHAEL JOHNSON		Relationship to Applicant (e.g., Consulting Engineer) ENGINEERING CONSULTANT	
Signature		Date 8/31/2010	
Mailing Address BROWN BROADCAST SERVICES, INC. 3740 SW COMUS STREET			
City PORTLAND	State or Country (if foreign address) OR		Zip Code 97219-7418
Telephone Number (include area code) 5032456065		E-Mail Address (if available) MJOHNSON@BROWNBROADCAST.COM	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Section VII - FM Engineering												
TECHNICAL SPECIFICATIONS												
Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.												
TECH BOX												
1.	Channel Number: 212											
2.	Class (select one): <input type="radio"/> D <input checked="" type="radio"/> A <input type="radio"/> B1 <input type="radio"/> B <input type="radio"/> C3 <input type="radio"/> C2 <input type="radio"/> C1 <input type="radio"/> C0 <input type="radio"/> C											
3.	Antenna Location Coordinates: (NAD 27) Latitude: Degrees 46 Minutes 40 Seconds 54 <input checked="" type="radio"/> North <input type="radio"/> South Longitude: Degrees 116 Minutes 58 Seconds 13 <input checked="" type="radio"/> West <input type="radio"/> East											
4.	Proposed Assignment Coordinates: (NAD 27) - RESERVED CHANNELS ABOVE 220 ONLY <input checked="" type="checkbox"/> Not Applicable Latitude: Degrees Minutes Seconds <input type="radio"/> North <input type="radio"/> South Longitude: Degrees Minutes Seconds <input type="radio"/> West <input type="radio"/> East											
5.	Antenna Structure Registration Number: 1041926 <input type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA											
6.	Overall Tower Height Above Ground Level: 101 meters											
7.	Height of Radiation Center Above Mean Sea Level: 1146 meters(H) 1146 meters(V)											
8.	Height of Radiation Center Above Ground Level: 49 meters(H) 49 meters(V)											
9.	Height of Radiation Center Above Average Terrain: 302 meters(H) 302 meters(V)											
10.	Effective Radiated Power: 0.27 kW(H) 0.27 kW(V)											
11.	Maximum Effective Radiated Power: <input checked="" type="checkbox"/> Not Applicable kW(H) kW(V) (Beam-Tilt Antenna ONLY)											
12.	Directional Antenna Relative Field Values: <input type="checkbox"/> Not applicable (Nondirectional) Rotation (Degrees): <input checked="" type="checkbox"/> No Rotation											
	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value
	0	1	10	1	20	1	30	1	40	1	50	1
	60	1	70	1	80	1	90	1	100	1	110	1
	120	1	130	1	140	0.813	150	0.649	160	0.519	170	0.414
	180	0.331	190	0.265	200	0.211	210	0.178	220	0.178	230	0.178

240	0.178	250	0.178	260	0.178	270	0.186	280	0.233	290	0.291
300	0.365	310	0.457	320	0.572	330	0.716	340	0.896	350	1
Additional Azimuths											

Relative Field Polar Plot

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.	
CERTIFICATION	
AUXILIARY ANTENNA APPLICANTS ARE NOT REQUIRED TO RESPOND TO ITEMS 13-17. PROCEED TO ITEM 18.	
13.	Main Studio Location. The proposed main studio location complies with 47 C.F.R. Section 73.1125. <div style="text-align: right;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </div> <div style="text-align: right;">See Explanation in [Exhibit 13]</div>
14.	Community Coverage. The proposed facility complies with 47 C.F.R. Section 73.315. (Channels 221 and above) or 47 C.F.R. Section 73.515 (Channels 220 and below). <div style="text-align: right;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </div> <div style="text-align: right;">See Explanation in [Exhibit 14]</div>
15.	Interference. The proposed facility complies with all of the following applicable rule sections. Check all that apply: <div style="text-align: right;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </div> <div style="text-align: right;">See Explanation in [Exhibit 15]</div> <div style="border: 1px solid black; padding: 5px;"> Contour Overlap Requirements. a. <input checked="" type="checkbox"/> 47 C.F.R. Section 73.509 Exhibit Required. [Exhibit 16] </div> <div style="border: 1px solid black; padding: 5px;"> Spacing Requirements. b. <input type="checkbox"/> 47 C.F.R. Section 73.207 with respect to station(s) </div> <div style="border: 1px solid black; padding: 5px;"> Grandfathered Short-Spaced. c. <input type="checkbox"/> 47 C.F.R. Section 73.213(a) with respect to station(s) Exhibit Required. [Exhibit 17] </div> <div style="border: 1px solid black; padding: 5px;"> Contour Protection. d. <input type="checkbox"/> 47 C.F.R. Section 73.215(a) with respect to station(s) Exhibit Required. [Exhibit 18] </div> <div style="border: 1px solid black; padding: 5px;"> Television Channel 6 Protection. e. <input checked="" type="checkbox"/> 47 C.F.R. Section 73.525 with respect to station(s) Exhibit Required. [Exhibit 19] </div>
16.	Reserved Channels Above 220. a. Availability of Channels. The proposed facility complies with the assignment requirements of 47 C.F.R. Section 73.203. <div style="text-align: right;"> <input type="radio"/> Yes <input type="radio"/> No </div> <div style="text-align: right;">See Explanation in [Exhibit 20]</div>
17.	International Borders. The proposed antenna location is not within 320 kilometers of the common border between the United States and Canada or Mexico. <div style="text-align: right;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </div> <div style="text-align: right;"> <input checked="" type="radio"/> Canada <input type="radio"/> Mexico </div> <div style="text-align: right;">[Exhibit 21]</div> <p>If "No," specify the country and provide an exhibit of compliance with all provisions of the relevant International Agreement.</p>
18.	Environmental Protection Act. The proposed facility is excluded from environmental processing under 47 C.F.R. Section 1.1306 (i.e., The facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Worksheet #7, an Exhibit is required. <div style="text-align: right;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </div> <div style="text-align: right;">See Explanation in [Exhibit 22]</div> <p>By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.</p>
19.	Community of License Change - Section 307(b). If the application is being submitted to change the facility's community of license, then the applicant certifies that it has attached an exhibit containing information demonstrating that the proposed community of license change comports with the fair distribution of service policies underlying Section 307(b) of the Communications Act of 1934, as amended (47 U.S.C. Section 307(b)). <div style="text-align: right;"> <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A </div> <div style="text-align: right;">[Exhibit 23]</div>

ATTACHMENT B

Declaration of Washington State University

DECLARATION

Washington State University ("WSU") hereby declares as follows:

1. WSU has filed with the Federal Communications Commission (the "FCC") an application for a new noncommercial educational ("NCE") FM station on Channel 210, Pullman, Washington (File No. BNPED-20071022AVN) (the "WSU Pullman Application").
2. The WSU Pullman Application is mutually exclusive with the application of Radio Free Moscow, Inc. ("RFM") for a new NCE FM station on Channel 210, Pullman, Washington (File No. BNPED-20071018BDI) (the "RFM Pullman Application").
3. The WSU Pullman Application was not filed for the purpose of reaching or carrying out a settlement agreement.
4. WSU has entered into a settlement agreement (the "Agreement") with RFM. As set forth in the Agreement, RFM agrees to (a) request dismissal of the RFM Pullman Application, and (b) to file and prosecute with the FCC a minor amendment to RFM's new NCE FM station application for Moscow, Idaho; and WSU agrees (a) to file and prosecute with the FCC an application for a minor change to the licensed facility of Station KNWV(FM), (b) to file and prosecute with the FCC a minor amendment application to the WSU Pullman Application, and (c) not to object should RFM apply for certain further modifications to RFM's new NCE FM station application for Moscow, Idaho. The Agreement is contingent on FCC approval.
5. Other than as set forth in the Agreement, neither WSU nor any of its principals have paid, received, promised, or been promised any money or other consideration in connection with the proposed settlement. Neither WSU nor any of its principals have paid, received, promised, or been promised any money or other consideration in excess of its legitimate and prudent expenses.
6. Approval of the Agreement will serve the public interest by conserving substantial time and resources of the FCC and the parties and by hastening the initiation of new noncommercial educational FM radio service to the community of Pullman, Washington.

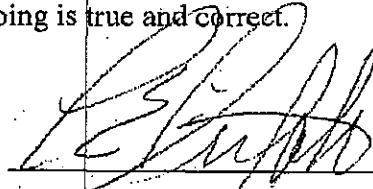
I declare under penalty of perjury that the foregoing is true and correct.

Executed on

Date:

7/07/10

By:



Name: Lawrence Pintak
Title: Founding Dean

ATTACHMENT C

Declaration of Radio Free Moscow, Inc.

CERTIFICATION

By execution of this Agreement, Radio Free Moscow hereby certifies under the penalty of perjury that the following statements are true, as required by Section 73.3525 of the FCC's Rules and Regulations:

A. Its application was not filed for the purpose of entering into or implementing this or any other settlement agreement.

B. Neither the Applicant nor any of its principals has received, been promised, paid or promised to pay consideration of any type, including merger of interests, except as set forth in this Agreement.

C. Approval of this Settlement Agreement would serve the public interest because it would conserve the resources of the Parties and of the Commission, and would accelerate the initiation of new noncommercial FM services for the community of Pullman, WA, Moscow, ID, and surrounding area.

Dated: 9-1-10

By: 

RADIO FREE MOSCOW, INC. BOARD PRESIDENT