

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

In re Applications of	)	
	)	
RED WOLF BROADCASTING CORPORATION	)	
FM Broadcast Station WDRC, Hartford, Connecticut;	)	Facility ID Number 7718
And	)	
FM Translator Station W273DS, Meriden, Connecticut;	)	Facility ID Number 202641
	)	
And	)	
	)	
NEW RIVER COMMUNITY CHURCH	)	
Low Power FM Broadcast Station WYPH-LP, Manchester, Connecticut	)	Facility ID Number 193136

**To: The Chief, Audio Division, Media Bureau**

**JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT**

Now Come Red Wolf Broadcasting Corporation (“Red Wolf”) and New River Community Church (“New River”), by their respective attorneys, and jointly respectfully request that the attached Settlement Agreement be accepted by the Commission. The Settlement Agreement provides for: (1) the dismissal of all pending pleadings before the Commission pertaining to allegations of interference between or among Red Wolf’s FM Broadcast Station WDRC; Red Wolf’s FM Translator Station W273DS, and New River’s Low Power FM Broadcast Station WYPH-LP, all with prejudice; (2) the application by New River for a new NCE-FM station at Manchester, Connecticut; (3) the surrender for cancellation by the Commission of the license of WYPH-LP; (4) the reimbursement by

Red Wolf to New River, up to a maximum amount of \$100,000, for: (a) the legal and engineering costs incurred by New River<sup>1</sup> in the preparation and filing of an application for the new NCE-FM station at Manchester, Connecticut on a non-adjacent, non-co-channel frequency to those of WDRC and W273DS; (b) a portion of the legal, engineering and conservatively estimated construction costs of a potential NCE-FM station at Manchester, Connecticut by New River; (c) a portion of the expenses incurred to date by New River (as itemized in the Settlement Agreement) in connection with the interference complaint filed by Red Wolf against New River's WYPH-LP, including legal and engineering expenses, and fixed costs incurred by New River during the more than one year during which WYPH-LP was off the air and unable to obtain revenue to offset the expenses; and (d) the depreciated, current value of equipment in use at WYPH-LP which will be rendered valueless upon the surrender of the WYPH-LP license for cancellation; and (5) the release by each party of the other from and against any and all claims that ever existed between them. All of the above actions will, in the aggregate, resolve any actual or potential incompatibilities between and among WDRC, W273DS and WYPH-LP; they will allow the parties to amicably resolve, fully and completely, any interference issues and allegations; they will conserve the Commission's resources in rendering moot the need to adjudicate numerous pending pleadings now before the Commission filed by both parties; and they might potentially<sup>2</sup> lead to the institution by the Church of improved, interference-free, non-commercial radio service through a new NCE-FM facility at Manchester, Connecticut.

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<sup>1</sup> This application has been filed on November 9, 2021 in the NCE-FM filing window announced by the Commission. See File No. 0000167390.

<sup>2</sup> Note that neither the surrender of the LPFM license of WYPH-LP, nor the Settlement Agreement is contingent in any way on the grant of the application by the Church for a new NCE-FM facility at Manchester, Connecticut.

No other consideration for the Settlement Agreement or for the actions of either party is paid or promised and none will be paid or promised except as specifically set forth in the Settlement Agreement.

The Settlement Agreement is clearly in the best interests of the Commission, the parties hereto and the public. The public will benefit from the resolution of all potential and/or actual interference that has been alleged by both parties. New River will be partially reimbursed for the extensive, crippling expenses incurred in connection with the disputes between Red Wolf and New River and the time that WYPH-LP was unable to provide broadcast service. Red Wolf will be able to provide interference-free radio service through both WDRC and W273DS to the greater Hartford area. The Commission will benefit by the conservation of resources in obviating the adjudication of the numerous pending pleadings filed by the parties hereto; and there will have been created a path to the possible creation of new NCE-FM radio service to the City of Manchester by New River. The approval of the Settlement Agreement will further the purpose of Section 307(b) of the Communications Act of 1934, as amended, by providing an equitable distribution of radio service among the states and communities and by avoiding interference between and among stations in the area.

Therefore, and incorporating the provisions and averments set forth in the Settlement Agreement, the parties hereto respectfully request that the Settlement Agreement be approved and that the Commission dismiss with prejudice all pending pleadings between the parties hereto now on file with the Commission.

Respectfully submitted:

RED WOLF BROADCASTING CORPORATION

By: *Scott Woodworth*

Scott Woodworth  
Its Counsel

Edinger Associates PLLC  
1725 I Street, NW, Suite 300  
Washington, DC 20006  
Direct: +1.202.747.1694  
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Mobile: + 1.202.277.0511  
[swoodworth@edingerlaw.net](mailto:swoodworth@edingerlaw.net)

NEW RIVER COMMUNITY CHURCH

By: *Christopher D. Imlay*

Christopher D. Imlay  
Its Counsel

Booth, Freret & Imlay, LLC  
14356 Cape May Road  
Silver Spring, Maryland 20904-6011  
Telephone (301) 384-5525  
Facsimile (301) 384-6384  
[chris@imlaylaw.com](mailto:chris@imlaylaw.com)

November 18, 2021

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made and entered into as of November 8, 2021, among Red Wolf Broadcasting Corporation (including on behalf of its subsidiaries, affiliates, successors and permitted assigns; collectively "Red Wolf") and New River Community Church (including on behalf of its subsidiaries, affiliates, successors and permitted assigns, including the operating entity utilized by the Church, Connecticut's Positive Hits; collectively "New River").

### RECITALS:

A. Red Wolf is the licensee of FM radio station WDRC-FM (FCC ID 7718), Hartford, Connecticut ("WDRC") which operates on FM Channel 275 (102.9 MHz) and FM translator station W273DS (FCC ID 202641), Meriden, Connecticut ("W273DS") which operates on FM Channel 273 (102.5 MHz).

B. New River is the licensee of low power FM station WYPH-LP (FCC ID 193136), Manchester, Connecticut ("WYPH-LP") which operates on FM Channel 273 (102.5 MHz).

C. Red Wolf has filed various pleadings with the Federal Communications Commission ("FCC") alleging interference from WYPH-LP to WDRC-FM and making other allegations concerning the WYPH-LP license (the "Red Wolf Pleadings"), some of which are currently pending at the Media Bureau, FCC and to all of which New River has responded.

D. New River has filed various pleadings alleging interference from W273DS to WYPH-LP (the "New River Pleadings") which are currently pending at the Media Bureau, FCC, and to all of which Red Wolf has responded.

E. The pleadings between the parties in each case principally relate to the fact of the second-adjacent channel status of WDRC and WYPH-LP, and the co-channel status of WYPH-LP and W273DS. Should the co-channel status and adjacent channel status of the various stations be eliminated, any alleged incompatibilities between or among the stations referenced hereinabove will become moot.

F. It is the intention of the parties hereto to cooperatively resolve and settle the differences between them fully and completely, allowing for the dismissal of all of the pending pleadings before the FCC; the surrender by New River of the WYPH-LP license on the terms and conditions set forth hereunder; and the assistance and reaccommodation efforts and expense reimbursement for New River from Red Wolf set forth hereinbelow.

Now, therefore, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree as follows:



**1. New River NCE Application and Surrender of WYPH-LP License.** The FCC has opened a window for new non-commercial educational (NCE) stations which closes on November 9, 2021 (the "NCE Window"). In order to resolve their differences, resolve all interference issues or incompatibilities between and among the Stations mentioned hereinabove, save FCC resources, and protect the public interest in interference-free broadcast reception, the parties have agreed that, pursuant to the terms of this Settlement Agreement, the following actions will be taken:

1.1 New River will apply for a new NCE-FM station on Channel 215 in the NCE Window (the "New River NCE Application").

1.2. The parties hereto will, immediately upon execution of this Agreement, submit this Agreement, together with a Request for Approval of Settlement Agreement, to the FCC, seeking FCC approval thereof.

1.3 New River will, regardless of the outcome of the applied-for NCE-FM station, surrender the license for WYPH-LP (the "WYPH-LP License Surrender") upon receipt of the entirety of the consideration from Red Wolf referred to hereinbelow.

1.4 Each Party hereto will request that FCC dismiss all pending pleadings filed by Red Wolf and New River, with prejudice, to be effective upon payment by Red Wolf to New River of all three payments of the consideration referred to hereinbelow.

**2. Expense Reimbursement and Reaccommodation Payments to New River by Red Wolf.** As full and complete reimbursement of expenses and costs incurred by New River and Connecticut's Positive Hits, and in consideration of the actions to be taken by New River pursuant to this Settlement Agreement, the Parties agrees to timely take the following actions and Red Wolf agrees to make the following payments:

2.1. Within two (2) business days of the date hereof, Red Wolf shall pay to New River the amount of Ten Thousand Dollars (\$10,000) (the "First Payment") to reimburse New River for the legal and engineering costs of preparation and filing of the NCE application. This amount will be non-refundable.

2.2. Within three (3) business days of the date hereof, Red Wolf shall place in escrow with an independent third party financial institution of Red Wolf's choice, pursuant to an Escrow Agreement to be executed by the parties hereto, contemporaneously herewith, the amount of Ninety Thousand Dollars (\$90,000.00).

2.3. Upon approval of this Settlement Agreement by the FCC, the amount of Thirty-Two Thousand Dollars (\$32,000.00) (the "Second Payment") from this escrowed amount shall be released to New River by the Escrow Agent with the consent of Red Wolf, which shall not be unreasonably delayed. The parties agree that the Second Payment constitutes New River's estimated reasonable expenses for prosecution of the NCE application; constructing the NCE facilities specified in its application (including the purchase of transmission equipment and a directional antenna), conducting and filing the necessary proof of performance, and the legal and engineering costs of preparation and filing of a license application. If the New River NCE

Application is dismissed or denied for any reason and such dismissal becomes final, or if the NCE facilities are not constructed by New River for any reason, New River shall be entitled to apply this Second Payment to the expense reimbursement amount set forth hereinbelow for which Red Wolf shall reimburse New River.

2.4. On the date of the WYPH-LP License Surrender is final, the remainder of the Ninety Thousand Dollar (\$90,000.00) Escrow not previously released (together with all interest accrued thereon) shall be released to New River (the "Third Payment") by the Escrow Agent. This amount will reimburse New River's operating entity, Connecticut's Positive Hits, for expenses incurred by New River and Connecticut's Positive Hits in connection with Red Wolf's interference complaint against WYPH-LP, which are itemized as follows:

- (a) Expenses, former counsel: \$1,500
- (b) Engineering Expenses, Prometheus Project \$500
- (c) Booth, Freret & Imlay, LLC 140.5 hours @ \$200/hour: \$ 28,050.00
- (d) Engineering, Tom Ray Consulting: \$7,500.00
- (e) Engineering, Carl Jones: \$5,000
- (f) Engineering, Michael Graziano: \$500
- (g) Unreimbursed Station fixed operating expenses during off-air time (consisting of programming contracts, syndicated morning programming and weather services): \$8,002.48
- (h) Tower Rental during silent period: \$18,400

[Total unreimbursed expenses due to interference complaints: \$69,452.48]

- (g) Depreciated value of LPFM equipment not useable for NCE-FM including transmitter and antennas: \$17,000

Total reimburseable expenses: \$86,452.48

Should the Escrow referred to hereinabove not be funded by Red Wolf on a timely basis, or should any of the payments to referred to herein not be timely made or released by the Escrow Agent, then at New River's sole option, this Agreement may be terminated and rendered null and void, and the parties returned to the *status quo ante*. Should an action be initiated by New River or its operating entity to cause the payments herein to be made, New River shall be entitled to collect an award of attorney's fees for the reasonable cost of collection.

**3. Release.** Upon receipt by New River or its designee, Connecticut's Positive Hits, of all three of the payments referred to hereinabove, then each party, individually and on behalf of its successors, assigns, operating entities, subsidiaries and affiliates (collectively, the "Releasing Parties"), will hereby forever release and discharge the other parties hereto, and its successors and assigns, and past, present, and future affiliates, partners, participants, members, officers, directors, employees, shareholders, attorneys, and agents (collectively, the "Released Parties") of and from, and does hereby waive and covenant not to bring any action against the Released Parties relating to, any and all claims, rights, actions, demands, injuries, damages, compensation, or causes of action of every kind and nature, whether foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, whether in tort or contract, which the



Releasing Parties have or may have against any of the Released Parties, which might or could arise under state, federal, or local law, including common law, in any way related or arising out of the Red Wolf Pleadings and the New River Pleadings. Nothing contained herein shall be construed to release Released Parties from their obligations under this Settlement Agreement.

**4. Assignment.** Neither this Settlement Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party without the prior written consent of the other part. This Settlement Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**5. Confidentiality.** The parties hereby agree that this Settlement Agreement and its contents shall remain confidential and shall not be disclosed to any third party whatsoever, except the parties' counsel, accountants, financial advisors, and tax professionals, and except as required by law or court order, and except as required to be disclosed to or filed with the FCC.

**6. Miscellaneous.** Nothing contained in this Settlement Agreement will be deemed to create a partnership or joint venture between or among the parties. This Settlement Agreement may be executed in counterparts. This Settlement Agreement shall be interpreted under the laws of the State of Connecticut without regard to conflicts-of-law principles. This Settlement Agreement is solely among the parties hereto and no person not a party to this Settlement Agreement shall have any rights or privileges hereunder. This Settlement Agreement contains the entire agreement among the parties hereto with respect to the matters addressed herein, and supersede all other prior written or verbal agreements concerning the subject matter hereof and thereof. This Settlement Agreement may not be amended, modified, or changed in any respect except by an agreement in writing signed by the parties hereto.

*[Remainder of page intentionally blank; signature page follows]*



IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement as of the date first written above, with the intention of being bound hereby.

**RED WOLF BROADCASTING  
CORPORATION**

By: 

Name:

JOHN J. FULLER

Title:

President

**NEW RIVER COMMUNITY CHURCH**

By: \_\_\_\_\_

Name:


Title:

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement as of the date first written above, with the intention of being bound hereby.

**RED WOLF BROADCASTING  
CORPORATION**

By:  
Name:  
Title:

**NEW RIVER COMMUNITY CHURCH**

By:   
Name: *William Grimmeisen*  
Title: *General manager*

## FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This First Amendment to Settlement Agreement (“First Amendment”), dated this 8<sup>th</sup> day of December, 2021, modifies the terms of that certain Settlement Agreement (“Settlement Agreement”) dated November 8, 2021, among Red Wolf Broadcasting Corporation (including on behalf of its subsidiaries, affiliates, successors and permitted assigns; collectively “Red Wolf”) and New River Community Church (including on behalf of its subsidiaries, affiliates, successors and permitted assigns, including the operating entity utilized by the Church, Connecticut’s Positive Hits; collectively “New River”) in the following respects only, and not otherwise. This First Amendment is necessitated by requests made by the staff of the Federal Communications Commission (“FCC”) for clarification of certain aspects of the Settlement Agreement.

1. Section 2.1 of the Settlement Agreement is modified to read as follows:

2.1. Within two (2) business days of the date hereof, Red Wolf shall pay to New River the amount of Ten Thousand Dollars (\$10,000) (the “First Payment”) to reimburse New River for the legal and engineering costs of preparation and filing of the NCE application. This amount will be non-refundable. The legal and engineering costs of the preparation and filing of the NCE application actually incurred by New River are as follows: Engineering fees of Carl T. Jones Corporation, \$5,200.00 (note: this amount includes fees for ascertainment and evaluation of potential mutually exclusive applicants); Legal fees of Booth, Freret & Imlay, LLC, \$4,950.00 for preparation for the application including transmitter site acquisition, consultation with engineers, preparation and filing of NCE-FM application and evaluation of mutually exclusive applicants.

2. Section 2.3 of the Settlement Agreement is modified to read as follows:

2.3. Upon approval of this Settlement Agreement by the FCC, the amount of Thirty-Two Thousand Dollars (\$32,000.00) (the “Second Payment”) from this escrowed amount shall be released to New River by the Escrow Agent with the consent of Red Wolf, which shall not be unreasonably delayed. New River shall apply this Second Payment to the expense reimbursement amount set forth hereinbelow for which Red Wolf shall reimburse New River.

3. Section 2.4 of the Settlement Agreement is modified to read as follows:

2.4. On the date of the WYPH-LP License Surrender is final, the remainder of the Ninety Thousand Dollar (\$90,000.00) Escrow not previously released (together with all interest accrued thereon) shall be released to New River (the “Third Payment”) by the Escrow Agent. This amount will reimburse New River’s operating entity, Connecticut’s Positive Hits, for expenses incurred by New River and Connecticut’s Positive Hits in connection with Red Wolf’s interference complaint against WYPH-LP alleging interference to WDRC-FM, which are itemized as follows:

- (a) Expenses, former counsel: \$1,500
- (b) Engineering Expenses, Prometheus Project \$500
- (c) Booth, Freret & Imlay, LLC 140.5 hours @ \$200/hour: \$ 28,050.00

- (d) Engineering, Tom Ray Consulting: \$7,500.00
- (e) Engineering, Carl Jones: \$5,000
- (f) Engineering, Michael Graziano: \$500
- (g) Unreimbursed Station fixed operating expenses during off-air time (consisting of programming contracts, syndicated morning programming and weather services): \$8,002.48
- (h) Tower Rental during silent period: \$18,400

[Total unreimbursed expenses due to defense of Red Wolf interference complaints: \$69,452.48]

- (g) Depreciated value of LPFM equipment not useable for NCE-FM including transmitter and antennas: \$17,000

(h) Legal and engineering costs actually incurred by the New River Church in preparation of interference complaint and related pleadings pertaining to interference to WYPH-LP from Red Wolf's FM Translator W273DS, Meriden, Connecticut: Legal fees, Booth, Freret & Imlay, LLC, 19.1 hours at \$200/hour: \$3,820.00; engineering costs, Carl T. Jones Corporation, \$2700.00, for a total of \$6,520.00.

Total reimburseable expenses: \$92,972.48

Should the Escrow referred to hereinabove not be funded by Red Wolf on a timely basis, or should any of the payments to referred to herein not be timely made or released by the Escrow Agent, then at New River's sole option, this Agreement may be terminated and rendered null and void, and the parties returned to the *status quo ante*. Should an action be initiated by New River or its operating entity to cause the payments herein to be made, New River shall be entitled to collect an award of attorney's fees for the reasonable cost of collection.

4. Section 5 of the Settlement Agreement is modified to read as follows:

**5. Confidentiality.** The parties hereby agree that this Settlement Agreement and its contents shall remain confidential and shall not be disclosed to any third party whatsoever, except the parties' counsel, accountants, financial advisors, and tax professionals, and except as required by law or court order, and except as required to be disclosed to or filed with the FCC. *Notwithstanding the foregoing, the parties hereto are not seeking confidential treatment by the FCC for information contained herein.*

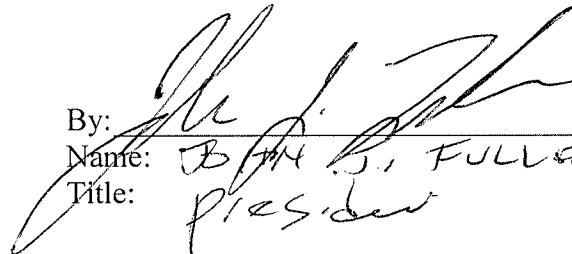
All other provisions of the Settlement Agreement shall remain unchanged and in full force and effect and binding on the parties hereto.

*[Remainder of page intentionally blank; signature page follows]*



IN WITNESS WHEREOF, the parties have executed this First Amendment to Settlement Agreement as of the date first above stated.

**RED WOLF BROADCASTING CORPORATION**

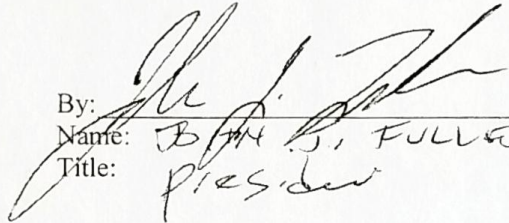
By:   
Name: B. M. S. FULLER  
Title: President

**NEW RIVER COMMUNITY CHURCH**

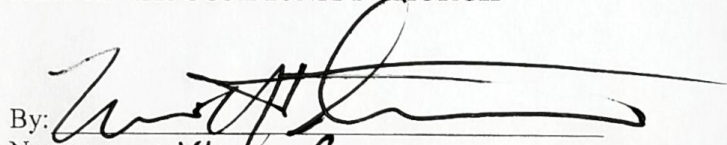
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this First Amendment to Settlement Agreement as of the date first above stated.

**RED WOLF BROADCASTING  
CORPORATION**

By:   
Name: Bill S. Fuller  
Title: President

**NEW RIVER COMMUNITY CHURCH**

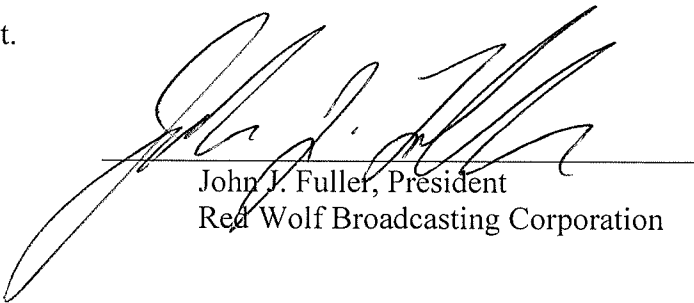
By:   
Name: William Grimmeiser  
Title: General Manager

STATEMENT OF JOHN J. FULLER UNDER PENALTY OF PERJURY

I, John J. Fuller, President and sole principal of Red Wolf Broadcasting Corporation, do hereby state and affirm under penalty of perjury, as follows:

1. Relative to the implementation of the Settlement Agreement between Red Wolf Broadcasting Corporation (“Red Wolf”) and New River Community Church (“New River”) dated November 8, 2021, which provides for: (a) the dismissal of all pending pleadings before the Commission pertaining to allegations of interference between or among Red Wolf’s FM Broadcast Station WDRC; Red Wolf’s FM Translator Station W273DS, and New River’s Low Power FM Broadcast Station WYPH-LP, all with prejudice; (b) the application by New River for a new NCE-FM station at Manchester, Connecticut; (c) the surrender for cancellation by the Commission of the license of WYPH-LP; and (d) the expense reimbursement by Red Wolf to New River, up to a maximum amount of \$100,000.00 as specified therein, neither Red Wolf nor its principals has paid, will pay, or has agreed to pay, or has received or will receive any money or other consideration in exchange for the dismissal or withdrawal of the pleadings or the other relief in the Agreement except as set forth specifically in that Agreement.
2. The exact nature and amount of consideration paid or promised to pay by Red Wolf to New River is precisely as set forth in the said Settlement Agreement.
3. An itemized accounting of the expenses subject to reimbursement by Red Wolf to New River is set forth in the said Settlement Agreement.
4. There are no oral agreements related to the dismissal or withdrawal of the pleadings or the other settlement terms referred to above.
5. Neither Red Wolf nor its principals has paid or will pay money or other consideration in excess of the legitimate and prudent expenses of New River in exchange for the dismissal of pleadings, the application for a new NCE-FM station for the Church, and for the cancellation of the license of WYPH-LP.

Further, Affiant sayeth naught.



John J. Fuller, President  
Red Wolf Broadcasting Corporation

December 8, 2021

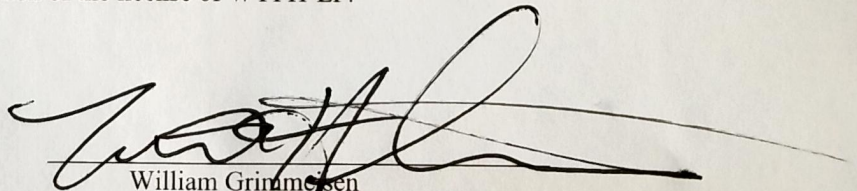


STATEMENT OF WILLIAM GRIMMEISEN UNDER PENALTY OF PERJURY

I, William Grimmeisen, general manager of Low Power FM Broadcast Station WYPH-LP, for and on behalf of New River Community Church and as a principal of Connecticut's Positive Hits, the operating entity of New River Community Church, do hereby state and affirm under penalty of perjury, as follows:

1. Relative to the implementation of the Settlement Agreement between Red Wolf Broadcasting Corporation ("Red Wolf") and New River Community Church ("New River") dated November 8, 2021, which provides for: (a) the dismissal of all pending pleadings before the Commission pertaining to allegations of interference between or among Red Wolf's FM Broadcast Station WDRC; Red Wolf's FM Translator Station W273DS, and New River's Low Power FM Broadcast Station WYPH-LP, all with prejudice; (b) the application by New River for a new NCE-FM station at Manchester, Connecticut; (c) the surrender for cancellation by the Commission of the license of WYPH-LP; and (d) the expense reimbursement by Red Wolf to New River, up to a maximum amount of \$100,000.00 as specified therein, neither New River nor its principals has paid, will pay, or has agreed to pay, or has received, or will receive any money or other consideration in exchange for the dismissal or withdrawal of the pleadings or the other relief in the Agreement except as set forth specifically in that Agreement.
2. The exact nature and amount of consideration paid or promised to pay to New River is precisely as set forth in the said Settlement Agreement.
3. An itemized accounting of the expenses subject to reimbursement by Red Wolf to New River is set forth in the said Settlement Agreement.
4. There are no oral agreements related to the dismissal or withdrawal of the pleadings or the other settlement terms referred to above.
5. Neither New River, nor its operating entity nor its principals has received or will receive money or other consideration in excess of the legitimate and prudent expenses of New River in exchange for the dismissal of pleadings, the application for a new NCE-FM station at Manchester, CT and the cancellation of the license of WYPH-LP.

Further, Affiant sayeth naught.



William Grimmeisen  
General Manager of WYPH-LP  
New River Community Church

December 8, 2021