

AUDIO SERVICES DIVISION

2008 JAN 16 P 3:12

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

FILED/ACCEPTED

JAN 15 2008

Federal Communications Commission
Office of the Secretary

In the Matter of Applications of)	
)	
Mount Saint Francis Hermitage, Inc.)	BNPED – 20071022AWB
for Permit to Construct New Noncommercial Educational)	Facility Identifier 172325
FM Station in Owego, New York)	
)	
Telikoja Educational Broadcasting, Inc.)	BNPED – 20071022AZV
for Permit to Construct New Noncommercial Educational)	Facility Identifier 177311
FM Station in Laporte, Pennsylvania)	
)	
Northeastern Pennsylvania Educational Television Assoc.)	BNPED – 20071022APV
for Permit to Construct New Noncommercial Educational)	Facility Identifier 174713
FM Station in Wysox, Pennsylvania)	

TO: Office of Secretary
ATTENTION: Chief, Audio Division

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

mw

Mount Saint Francis Hermitage, Inc. (the “Friary”); Telikoja Educational Broadcasting, Inc. (“TEBI”); and Northeastern Pennsylvania Educational Television Association (“NPETA”) (each a “Party” and collectively the “Parties”), respectfully file this Joint Request for Approval of Settlement Agreement.

1. The Parties have executed a Settlement Agreement (the “Agreement”), attached hereto as Exhibit A, that looks toward resolution of mutually exclusive applications through the grant of the above-captioned application of the Friary (the “Projected Survivor”); the amendment of the technical proposal in the above-captioned application of TEBI (the “Amending Applicant”); and the dismissal of the above-captioned application of NPETA (the “Dismissing Applicant”), as well as contemplating other undertakings designed to foster the efficient development of the noncommercial educational FM service. Such a settlement will conserve the Commission’s resources by resolving the conflicting proposals without the

need for further adjudication on the part of the Commission or any appeals. This will also redound to the benefit of the public in terms of expediting a new local service to the proposed community and surrounding service area.

2. The Agreement provides that the Amending and Dismissing Applicants will be compensated by a payment in the amount of \$5,500 upon final approval of the Settlement. In accordance with Section 1.420(j) of the Commission's Rules, the attached Declarations of principals of the Parties (see Exhibits B - D) demonstrate that: (i) the Agreement sets forth the exact nature and amount of the consideration promised to the Amending and Dismissing Applicants; (ii) the amount of consideration does not exceed those Parties' legitimate and prudent expenses, and that (ii) the Parties believe the Settlement Agreement will serve the public interest because it will simplify the issuance of construction permits to the Projected Survivor and Amending Applicant, thereby conserving the Commission's resources and expediting the introduction of a new NCE FM service.

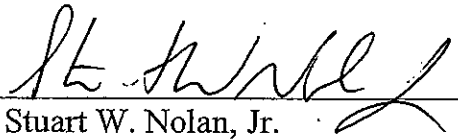
3. The Agreement is in the public interest, as it is designed to achieve a more efficient allocation and utilization of noncommercial FM spectrum, while minimizing the need to devote scarce governmental resources to this matter.

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WHEREFORE, THE PREMISES CONSIDERED, it is respectfully requested that (a) the Agreement be approved, (b) the application of the Dismissing Applicant be dismissed, (c) the application of the Amending Applicant be amended as proposed in the Agreement, and (d) the permits be issued to the Projected Survivor and Amending Applicant as proposed in the Agreement.

Respectfully submitted,

MOUNT SAINT FRANCIS HERMITAGE, INC.

By: 
Stuart W. Nolan, Jr.

WOOD, MAINES & NOLAN, PC
4121 Wilson Boulevard, Suite 101
Arlington, Virginia 22203

Its counsel

TELIKOJA EDUCATIONAL BROADCASTING, INC.

By: _____
Kevin Fitzgerald
President
P.O. Box 20155
Scranton, Pennsylvania 18502

**NORTHEASTERN PENNSYLVANIA
EDUCATIONAL TELEVISION ASSOCIATION**

By: _____
A. William Kelly
President
100 WVIA Way
Pittston, PA 18640

Dated: January 9, 2008

WHEREFORE, THE PREMISES CONSIDERED, it is respectfully requested that (a) the Agreement be approved, (b) the application of the Dismissing Applicant be dismissed, (c) the application of the Amending Applicant be amended as proposed in the Agreement, and (d) the permits be issued to the Projected Survivor and Amending Applicant as proposed in the Agreement.

Respectfully submitted,

MOUNT SAINT FRANCIS HERMITAGE, INC.

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Stuart W. Nolan, Jr.
Wood, Maines & Nolan, PC
4121 Wilson Boulevard, Suite 101
Arlington, Virginia 22203

Its counsel

TELIKOJA EDUCATIONAL BROADCASTING, INC.

By

Kevin Fitzgerald
President
P.O. Box 20155
Scranton, Pennsylvania 18502

**NORTHEASTERN PENNSYLVANIA
EDUCATIONAL TELEVISION ASSOCIATION**

By

A. William Kelly
President
100 WVIA Way
Pittston, PA 18640

Dated: January 9, 2008

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Respectfully submitted,

MOUNT SAINT FRANCIS HERMITAGE, INC.

By: _____

Stuart W. Nolan, Jr.
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4121 Wilson Boulevard, Suite 101
Arlington, Virginia 22203

Its counsel


TELIKOJA EDUCATIONAL BROADCASTING, INC.

By: _____

Kevin Fitzgerald
President
P.O. Box 20155
Scranton, Pennsylvania 18502

**NORTHEASTERN PENNSYLVANIA
EDUCATIONAL TELEVISION ASSOCIATION**

By: _____


A. William Kelly
President
100 WVIA Way
Pittston, PA 18640

Dated: January 9, 2008

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of the 8th day of January, 2008, by and between those listed in Addendum A (each of whom is referred to herein as a "Party," or collectively as "the Parties") hereto.

Recitals

In the recent filing window opened by the Federal Communications Commission ("FCC") on October 12, 2007, and closed as of October 22, 2007, each Party filed an application on FCC Form 340 (collectively "the Applications") seeking authority to construct a new noncommercial educational FM radio facility to serve its proposed community of license as set forth in Addendum A.

On November 8, 2007, the FCC announced that the Applications had been tendered for filing and that such Applications were eligible for expedited processing if applicants could identify mutually exclusive applicants and reach an agreement that -- by securing the withdrawal of one or more applications, technical amendment of one or more applications, or some combination thereof -- would result in the eligibility of the surviving application for processing as a "singleton," meaning that no rival applications would be seeking rights to the broadcast spectrum mutually exclusive with that sought by the Projected Survivor (identified in Addendum A).

The Parties have concluded that the public interest would be served by such a Agreement in respect of their Applications. The Projected Survivor is willing to reimburse the Amending and Dismissing Applicants (identified in Addendum A) in connection with such an Agreement in order to secure expedited processing of its application.

NOW, THEREFORE, with the intention of being legally bound hereby and in consideration of (i) the payment of monetary consideration to the Amending and Dismissing Applicants and (ii) the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Withdrawal of Applications.* As consideration, in part, for this Agreement, the Amending and Dismissing Applicants agree to request amendment and dismissal, respectively, of their applications identified in Exhibit A.

2. *Compensation to the Projected Amending and Dismissing Applicants.* The Projected Survivor shall compensate the Amending and Dismissing Applicants in the total amount of payments as shown on Addendum A (the "Settlement Funds") in connection with the withdrawal of their respective applications, and if and to the extent that the FCC approves such payment. Each Party hereby agrees that the portion of such Settlement Funds which the

respective Party will receive in connection with this Agreement constitutes the only compensation due to it. Such Settlement Funds shall be disbursed by the Projected Survivor directly to the respective Parties in the fashion set forth in Addendum A within 10 business days of the date the FCC Order (or Orders) approving this Agreement, amending or dismissing the competing Applications, and granting the Petition becomes a Final Order, provided that in the event such an FCC Order becomes a Final Order prior to December 21, 2008, the Projected Survivor may delay performance of this obligation no later December 31, 2008.

3. *Deliveries by the Projected Survivor.* The Projected Survivor shall prepare the Joint Petition in a form and in substance that is reasonably acceptable to the Amending and Dismissing Applicants, and submit such draft Joint Petition to the other Parties no later than one business day following the execution of this Agreement by the Parties, provided that the executed Agreement is received by counsel for the Projected Survivor by 2 P.M. on January 15, 2008.

3. *Deliveries by the Projected Amending Applicant.* In consideration for the Projected Survivor entering into this Agreement, within one business day of the receipt of the draft Joint Petition, but no later than 4 P.M. on January 15, 2008, the Amending Applicant(s) shall fax to counsel for the Projected Survivor an executed counterpart of the Joint Petition and supporting Declaration (including an itemized listing of expenses for which reimbursement is sought), unequivocally requesting that the FCC amend the Amending Application, in accordance with the Agreement, contingent upon the approval of this Agreement by the FCC. Upon receiving confirmation that the Joint Request was executed by all the Parties and was submitted to the FCC, the Amending Applicant shall submit, no later than 11:59 PM on the date on which the Joint Request was submitted, a proposed amendment to the Amending Application. In the proposed amendment, the Amending Applicant shall specify changes to the Amending Applicant's technical proposal in a manner consistent with the FCC's Rules governing applications for a permit to construct a new NCE FM station, and with minor amendments to the same. The contemplated changes shall, upon approval of the Agreement by the FCC, have the effect of extricating the Amending Applicant from a status of mutual exclusivity with the station proposed in the Projected Survivor's application.

4. *Deliveries by the Dismissing Applicant.* In consideration for the Projected Survivor entering into this Agreement, within one business day of the receipt of the draft Joint Petition, but no later than 4 P.M. on January 15, 2008, the Dismissing Applicant shall fax to counsel for the Projected Survivor an executed counterpart of the Joint Petition and supporting Declaration (including an itemized listing of expenses for which reimbursement is sought), unequivocally requesting that the FCC dismiss the Dismissing Application with

prejudice, in accordance with the Agreement, contingent upon the approval of this Agreement by the FCC.

5. *Filing with FCC.* The Projected Survivor shall file the Joint Petition and supporting materials with the FCC within three business days of the execution of this Agreement by all the parties hereto.

6. *Extension of Agreement.* If by December 31, 2008, the FCC has not released an Order approving this Agreement, or if this Agreement has been approved but the Order or Orders approving this Agreement have not become final by February 15, 2009, then this Agreement shall terminate automatically, except that it may be extended by any Party, upon advance written notice to the other Party or Parties, for up to five additional terms of one year.

7. *Reasonable Prosecution.* Each of the Parties hereby covenants to diligently prosecute the Joint Petition and the Agreement before the FCC, and to coordinate such prosecution with each other.

8. *Final Order.* A "Final Order" for purposes of this Agreement means an Order of the FCC (or any of its officials acting pursuant to delegated authority) as to which (a) the time for filing a petition for reconsideration, application for review or a court appeal, and the time within which the FCC may review said Order on its own motion, have all expired; (b) no such petition for reconsideration, application for review or court appeal has been timely filed, and (c) the FCC has not announced a decision to review said Order on its own motion; or, (d) in the event that any such petition, application or appeal has been filed or such decision announced, such petition, application, appeal or Commission review shall have been disposed of or completed, and the time for seeking further administrative or judicial review of the Commission's Order shall have expired without any request for such further review having been filed.

9. *Ancillary and Supporting Materials; Cooperation.* Simultaneously with or promptly following the submission of the Joint Petition, the Parties will prepare and file with the Commission, for association with the Joint Petition, such statements and other supporting materials as may be necessary or appropriate, requesting that the FCC approve this Agreement (the "Ancillary Materials"), and take such further action as is contemplated hereby. The Parties will use commercially reasonable efforts and cooperate to the extent necessary to prepare and file whatever documents may be required to seek and obtain final FCC approval of this Agreement.

10. **Confidentiality.** The Parties agree to maintain the confidentiality of the negotiations leading to this Agreement and, unless and until a Joint Petition is filed with the Commission for approval hereof, the terms hereof.

11. **Interpretation.** This Agreement shall be governed by and construed under the laws of the state identified as the "Governing Jurisdiction" in Addendum A, the Communications Act of 1934, as amended, and the FCC's Rules and Regulations.

12. **Representations.** Each Party represents to the other Party that (a) it is not under any restrictions, contractual or otherwise, that may be inconsistent with this Agreement or that would prevent or preclude such Party from entering into this Agreement or from performing such Party's obligations hereunder; and (b) this Agreement is a legally binding obligation of such Party and is enforceable against such Party in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, heirs and assigns.

13. **Notices.** Any notices or other communications shall be in writing unless otherwise stated, and shall be considered to have been duly given when sent by a recognized overnight delivery service or when deposited into United States certified mail, postage paid, return receipt requested, as set forth in Addendum A.

13. **Complete Agreement.** This Agreement constitutes the entire understanding between the Parties respecting the applications, and supersedes any prior or contemporaneous written or oral agreements or understandings between them. No modification, amendment or waiver of any provision of this Agreement, in whole or in part, will be valid unless in writing signed by the Parties.

14. **Counterpart Signatures; Effective Date.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that the Parties are not signatory to the same counterpart. This Agreement shall be effective as of the date on which the parties exchange the executed counterparts.

15. **Declaration and Certification.** The supporting Declaration(s) of the Amending and Dismissing Applicant(s) shall cover the matters called for by Section 1.420(j) of the FCC's rules.

16. **Severability.** In the event that any part or provision of this Agreement is found to be invalid, such invalidity shall not affect the enforceability of any other part or provision of this Agreement, unless the invalidity would cause a material change in the rights or

obligations of any Party, in which case the Party or Parties affected may seek to amend the Agreement or may withdraw from the Agreement.

17. *Essence of Time.* Time is of the essence of this Agreement.

18. *Voluntary Undertaking.* Each of the Parties hereto respectively acknowledges that it is liable for the obligations as set forth in this Agreement. Each party further respectively states that this Agreement has been voluntarily signed in good faith, is a fair and equitable settlement of all controversies and matters that each Party may have with any other Party. Each Party further respectively states and acknowledges, that it has had the opportunity to consult with and/or has been represented by counsel in connection with the negotiations of the transactions contemplated by this Agreement and the execution of this document.

19. *Breach.* Notwithstanding the above provisions of this Agreement, nothing herein shall be construed to act to release the Parties hereto or their respective principals from any claims, demands, damages, causes of action or suits of any kind or nature whatsoever, which may arise in the event of a breach of any of the terms, conditions and provisions of this Agreement, or any agreements incorporated by reference or otherwise herein. Moreover, the Amending and Dismissing Applicants affirm the unique nature of broadcast spectrum rights and therefore hereby acknowledge that in the event of a breach of this Agreement by one or more of the Amending or Dismissing Applicants, the Projected Survivor shall have no adequate remedy at law and shall be entitled to seek equitable relief in the form of specific performance by the breaching Parties.

20. *No Waiver.* Failure of any party to complain of any act or omission on the part of any other party in breach of this Agreement, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a consent to any subsequent breach of the same or other provisions.

21. *Compromise; No Admission.* This Agreement is the result of a compromise and shall never, at any time or for any purpose, be considered an admission of liability or responsibility on the part of any party herein released. Each Party further respectively acknowledges and agrees that nothing contained herein may be or is to be construed as an admission by any Party hereto, or any of its affiliates, that it or they have engaged in any wrongdoing or any unlawful conduct

22. *Expenses.* The Parties acknowledge and agree that each of them shall bear the costs, expenses and attorneys' fees arising out of or connected with this Agreement,

including the negotiation, drafting and execution of this Agreement and all matters arising out of or connected therewith; except that in the event any action is brought by a Party to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, in addition to all other relief in law or equity to which that Party may be entitled, from the date of the first breach hereof on which such action may be based.

23. *Construction.* This Agreement is the product of negotiation and preparation by, between and among the Parties. Accordingly, the Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or another, and shall not be construed against any Party on the basis that such Party was the drafter hereof.

24. *Good Standing.* Each Party is duly organized, validly existing and in good standing under the laws of its state of organization and, as applicable, the state or commonwealth of its incorporation or organization, and has full power and authority to carry on the business now being conducted by it.

25. *Authorization.* Each Party hereto has full power and authority to enter into this Agreement; and the execution, delivery and consummation of this Agreement have been duly authorized by all necessary action on its part. This Agreement constitutes a valid and binding obligation of each of the Parties.

26. *Competency.* Each of the signatories hereto represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign; and each agrees to indemnify and hold each other Party harmless against all claims, suits, actions and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, in which it may be asserted that he or she was not competent or authorized to execute this Agreement or to receive the consideration provided for herein.

27. *Explication.* Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular and to the singular include the plural, references to any gender include any other gender, the part includes the whole, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, section, subsection, clause, exhibit and schedule references are to this Agreement, unless otherwise specified. Any reference in or to this Agreement or any of the Ancillary Materials includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals or supplements thereto or thereof, as applicable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above, to be effective as of the date of last signature as indicated below.

MOUNT SAINT FRANCIS HERMITAGE, INC.

By: Rev. Johannes Smith

Rev. Johannes Smith, President

Date: January 8, 2008

TELIKOJA EDUCATIONAL BROADCASTING, INC.

By: _____

Kevin Fitzgerald, President

Date: _____

**NORTHEASTERN PENNSYLVANIA
EDUCATIONAL TELEVISION ASSOCIATION**

By: _____

A. William Kelly, President

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above, to be effective as of the date of last signature as indicated below.

MOUNT SAINT FRANCIS HERMITAGE, INC.

By: _____

Rev. Johannes Smith, President

Date: _____

TELJOKIA EDUCATIONAL BROADCASTING, INC.

By: _____

Kevin Fitzgerald, President

Date: 1/10/08

**NORTHEASTERN PENNSYLVANIA
EDUCATIONAL TELEVISION ASSOCIATION**

By: _____

A. William Kelly, President

Date: _____

ADDENDUM A

Parties:

Applications:

<u>Projected Survivor</u>	<u>Community of License</u>	<u>FCC File No.</u>	
Mount Saint Francis Hermitage, Inc.	Owego, NY	BNPED – 20071022AWB	
<u>Amending Applicant(s)</u>	<u>Community of License</u>	<u>FCC File No.</u>	<u>Consideration</u>
Telikoja Educational Broadcasting, Inc.	LaPorte, PA	BNPED – 20071022AZV	\$1,500
<u>Dismissing Applicant(s)</u>	<u>Community of License</u>	<u>FCC File No.</u>	<u>Consideration</u>
Northeastern Pennsylvania Educational Television Association	Wysox, PA	BNPED – 20071022APV	\$4,000

Governing Jurisdiction:

New York

Notices to be served on:

<u>Counsel to Projected Survivor</u>	<u>Address</u>
Stuart W. Nolan, Jr. Esq. Counsel to Mount Saint Francis Hermitage, Inc.	Wood, Maines & Nolan, PC 4121 Wilson Boulevard, Suite 101 Arlington, Virginia 22203

<u>Amending and Dismissing Applicants or Counsel Thereto</u>	<u>Address(es)</u>
Kevin Fitzgerald President Telikoja Educational Broadcasting, Inc.	P.O. Box 20155 Scranton, Pennsylvania 18502
Todd Gray, Esq. Dow Lohnes PLLC Counsel to Northeastern Pennsylvania Educational Television Association	1200 New Hampshire Ave., NW Suite 800 Washington, DC 20036-6802

DECLARATION OF REV. JOHANNES SMITH

I, Father Johannes Smith, hereby declare as follows:

1. I am the president of Mount Saint Francis Hermitage, Inc. (the "Projected Survivor"), an applicant for a new noncommercial educational FM radio facility to serve Owego, New York. The Projected Survivor is a party to a Settlement Agreement with one or more mutually applicants for the subject frequency.

2. I certify that the Projected Survivor did not file its application for the purpose of reaching or carrying out this or any other Settlement Agreement and that, other than the consideration recited in the Settlement Agreement, no other promise or consideration has been promised by the Projected Survivor to the Amending or Dismissing Applicants nor anyone associated with the Amending or Dismissing Applicants in connection with the Settlement. No other agreements, nor any oral agreements between the Parties, exist relating to such Settlement.

3. The sole monetary consideration that has been committed to be paid to the Dismissing Applicants in connection with this settlement, subject to the FCC's consent and approval, is \$5,500. Such Settlement Funds do not exceed the legitimate and prudent expenses of the Amending and Dismissing Applicants.

4. The Agreement is in the public interest, as it is designed to achieve a more efficient allocation and utilization of noncommercial FM spectrum, while minimizing the need to devote scarce governmental resources to this matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge. Dated this 8 day of January 2008.

By: Rev. Johannes Smith

EXHIBIT B

DECLARATION OF KEVIN FITZGERALD

I, Kevin Fitzgerald, hereby declare as follows:

1. I am the president of Telikoja Educational Broadcasting, Inc. (the "Amending Applicant"), an applicant for a new noncommercial educational FM radio facility to serve Laporte, Pennsylvania. The Amending Applicant is a party to a Settlement Agreement with one or more mutually applicants for the subject frequency.

2. I certify that the Amending Applicant did not file its application for the purpose of reaching or carrying out this or any other Settlement Agreement and that, other than the consideration recited in the Settlement Agreement, no other promise or consideration has been promised to or received by the Amending Applicant nor anyone associated with the Amending Applicant in connection with the Settlement. No other agreements, nor any oral agreements between the Parties, exist relating to such Settlement.

3. The sole monetary consideration that has been committed to be paid to the Amending Applicant in connection with this settlement, subject to the FCC's consent and approval, is \$1,500. Such Settlement Funds do not exceed the legitimate and prudent expenses of the Amending Applicant, as demonstrated on the itemized accounting of the expenses, attached hereto, for which the Amending Applicant seeks reimbursement.

4. The Agreement is in the public interest, as it is designed to achieve a more efficient allocation and utilization of noncommercial FM spectrum, while minimizing the need to devote scarce governmental resources to this matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge. Dated this 9/11 day of January 2008.

By: _____



EXHIBIT C

DECLARATION OF A. WILLIAM KELLY

I, A. William Kelly, hereby declare as follows:

1. I am the president of Northeastern Pennsylvania Educational Television Association (the "Dismissing Applicant"), an applicant for a new noncommercial educational FM radio facility to Wysox, Pennsylvania. The Dismissing Applicant is a party to a Settlement Agreement with one or more mutually applicants for the subject frequency.

2. I certify that the Dismissing Applicant did not file its application for the purpose of reaching or carrying out this or any other Settlement Agreement and that, other than the consideration recited in the Settlement Agreement, no other promise or consideration has been promised to or received by the Dismissing Applicant nor anyone associated with the Dismissing Applicant in connection with the Settlement. No other agreements, nor any oral agreements between the Parties, exist relating to such Settlement.

3. The sole monetary consideration that has been committed to be paid to the Dismissing Applicant in connection with this settlement, subject to the FCC's consent and approval, is \$4,000. Such Settlement Funds do not exceed the legitimate and prudent expenses of the Dismissing Applicant, as demonstrated on the itemized accounting of the expenses, attached hereto, for which the Dismissing Applicant seeks reimbursement.

4. The Agreement is in the public interest, as it is designed to achieve a more efficient allocation and utilization of noncommercial FM spectrum, while minimizing the need to devote scarce governmental resources to this matter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge. Dated this 9th day of January 2008.

By A. William Kelly

EXHIBIT D

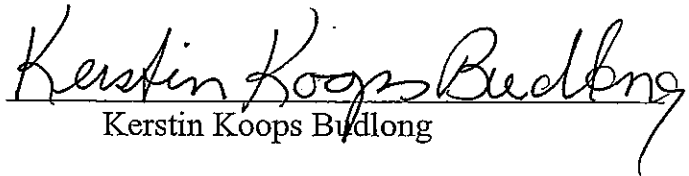
CERTIFICATE OF SERVICE

I, Kerstin Koops Budlong, hereby certify that on this date I caused the foregoing "Joint Request for Approval of Settlement Agreement" to be served by first class mail, postage prepaid, on the following:

Kevin Fitzgerald
President
Telikoja Educational Broadcasting, Inc.
P.O. Box 20155
Scranton, Pennsylvania 18502

Todd Gray, Esq.
Dow Lohnes PLLC
1200 New Hampshire Ave., NW, Suite 800
Washington, DC 20036-6802
Counsel to Northeastern Pennsylvania Educational Television Association

Elizabeth Robinson*
Media Bureau, Audio Division
Federal Communications Commission
445 12th St., SW
Washington, DC 20554


Kerstin Koops Budlong

Dated: January 15, 2008

*Served by e-mail