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Via Electronic Mail

December 19, 2007

Ms. Eloise Gore
Deputy Division Chief, Policy Division
Media Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

RE: Written *Ex Parte* MB Docket No. 87-268 - Supplement to Petition for Reconsideration of DTV Seventh Report and Order by Hubbard Broadcasting, Inc. for KAAL-DT, Austin, MN (Facility ID No. 18285)

Dear Eloise:

The attached was filed electronically today in MB Docket No. 87-268. As outlined in its Petition for Reconsideration of the DTV Seventh Report and Order, KAAL-DT ("KAAL") proposes to operate post-transition using the existing Channel 36 transmitting facilities of station KTTC-DT, Rochester, MN. The proposed change resulted in one station – WLEF-DT, Channel 36, Park Falls, Wisconsin (Facility ID No. 63046) ("WLEF") receiving 0.51% additional interference.

WLEF has consented to this additional interference. A copy of the KAAL/WLEF Reciprocal Consent Agreement is included in the above-referenced Supplement. Thank you very much.

Sincerely,



Dianne Smith

cc. Nazifa Sawez, Media Bureau
Marlene H. Dortch, Secretary

Attachment

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)
)
Advanced Television Systems and) MB Docket No. 87-268
their Impact upon the Existing)
Television Broadcast Service)

To: Secretary, FCC
For: The Commission

**SUPPLEMENT TO PETITION FOR RECONSIDERATION OF
DTV SEVENTH REPORT AND ORDER
BY HUBBARD BROADCASTING, INC. FOR KAAL-DT**

On October 26, 2007, KAAL-TV, LLC, a wholly-owned subsidiary of Hubbard Broadcasting, Inc. ("Hubbard"), and the permittee of KAAL-DT Austin, MN (Facility ID No. 18285) ("KAAL"),¹ filed its Petition for Reconsideration ("Petition") of the *Seventh Report and Order* in the above-referenced proceeding² as it relates to KAAL. Specifically, in order to facilitate a smooth transition for KAAL's viewers, Hubbard proposes to operate post-transition using the existing Channel 36 transmitting facilities of station KTTC-DT, Rochester, MN.

In the KAAL Petition, Hubbard demonstrated that KAAL's proposed change to the DTV Table complies with the current 0.1% interference criteria, with one exception — WLEF-DT, Channel 36, Park Falls, Wisconsin (Facility ID No. 63046) ("WLEF"), which would receive up

¹ A license application for KAAL-DT remains pending before the Commission. See FCC File No. BLC DT- 20061109ACW (accepted for filing Nov. 13, 2006).

² See *Advanced Television Systems and their Impact Upon the Existing Broadcast Service, Seventh Report & Order and Eighth Further Notice of Proposed Rulemaking*, MB Docket No. 87-268, FCC 07-138 (rel. August 6, 2007) ("*Seventh Report and Order*").

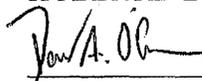
to 0.51% additional interference, interference which would be acceptable under the permanent criteria proposed in the 3rd *Periodic Review NPRM*.³

Hubbard has obtained the consent of the licensee of WLEF to cause up to 0.51% additional interference as proposed in the KAAL Petition. A copy of the KAAL/WLEF Reciprocal Consent Agreement is attached hereto.

Thus, WLEF, the only station affected by KAAL's Petition, has consented to KAAL's proposal, and no party has objected to it. In light of this consent, and because the predicted interference level is consistent with the criteria proposed in the 3rd *Periodic Review*, Hubbard submits that a grant of KAAL's Petition would serve the public interest.

Respectfully submitted,

HUBBARD BROADCASTING, INC.



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December 19, 2007

Its Counsel

Submitted via ECFS

Attachment

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³ *Third Periodic Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television*, Notice of Proposed Rulemaking, MB Docket No. 07-91, FCC 07-70 (rel. May 18, 2007) ("3rd *Periodic Review NPRM*").

RECIPROCAL CONSENT AGREEMENT

This Reciprocal Consent Agreement ("Agreement") is made and entered into as of this 18th day of December, 2007, by and between the State of Wisconsin Educational Communications Board ("ECB") and KAAL-TV, LLC ("KTL") (each a "Party" and collectively the "Parties").

Recitals:

Whereas, on October 25, 2007, KTL petitioned the Federal Communications Commission ("FCC") to reconsider the DTV Table parameters for commercial digital TV station KAAL-DT, post-transition DTV Channel 36, Austin, Minnesota, Facility ID No. 18285 ("KAAL");

Whereas, ECB is the licensee of noncommercial educational digital TV station WLEF-DT, post-transition DTV Channel 36, Park Falls, Wisconsin, Facility ID No. 63046 ("WLEF");

Whereas, pursuant to current FCC DTV interference standards, as set forth in the *Second DTV Periodic Report and Order*, (FCC 04-192), KTL requires ECB's consent to the DTV Final Table parameters requested by KTL (the "DTV Table Modifications") due to 0.51% additional interference caused to WLEF;

Whereas, KTL proposes to file a modification application (the "KAAL-DT Application") specifying the DTV Table Modifications for its post-transition operation;

Whereas, ECB proposes to file a future modification application (the "WLEF-DT Application") after the DTV transition, to upgrade the technical facilities for WLEF to 200 Kw ERP which may cause up to 0.5% additional interference to KAAL; and

Whereas, the Parties are willing to give reciprocal consents pursuant to the terms and conditions of this Agreement;

Now therefore, in consideration of the promises and the mutual covenants and agreements set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Concurrently with the execution of this Agreement, ECB shall sign and deliver to KTL the form of consent attached as Exhibit A (the "ECB Consent Letter"). ECB agrees that the ECB Consent Letter may be filed with the FCC by KTL, as needed. ECB shall take no action inconsistent with the DTV Table Modifications and the timely grant of the KAAL-DT Application, provided that KTL is not in breach of this Agreement. KTL shall not apply to the FCC for modification or amendment of the technical facilities proposed in the DTV Table Modifications or the KAAL-DT Application in any way that materially affects ECB without the express written consent of ECB.

2. In consideration of ECB's execution of this Agreement and the ECB Consent Letter, KTL shall, upon the request of ECB, support ECB's WLEF-DT Application by signing and delivering to ECB the form of consent attached as Exhibit B (the "KTL Consent Letter"). KTL agrees that the KTL Consent Letter may be filed with the FCC by ECB, as needed. ECB shall not apply to the FCC for modification or amendment of the technical facilities proposed in the WLEF-DT Application in any way that materially affects KTL without the express written consent of KTL.

3. This Agreement may be terminated: (a) with the mutual written consent of the Parties, (b) by KTL, upon the dismissal, or denial of, the DTV Table Modifications or KAAL-DT Application, or (c) by ECB, upon the dismissal, or denial of, the WLEF-DT Application.

4. Each Party represents and warrants that the representative executing this Agreement on its behalf has full authority to do so, and that this Agreement is legally binding

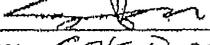
upon such Party and enforceable in accordance with its terms. This Agreement shall be binding upon, and inure to the benefit of, the Parties' respective successors and assigns. This Agreement may be assigned to any party acquiring the interests in the license of WLEF or KAAL upon approval of the FCC and consummation of the acquisition. This Agreement shall be governed by and construed in accordance with the laws of the FCC and the State of Wisconsin (not including the choice of law rules thereof).

[Signature Page Follows]

SIGNATURE PAGE TO APPLICATION CONSENT AGREEMENT

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

STATE OF WISCONSIN - EDUCATIONAL
COMMUNICATIONS BOARD

By: 
Name: GENE PURCELL
Title: EXECUTIVE DIRECTOR

KAAL-TV, LLC

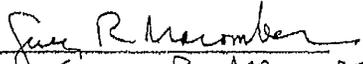
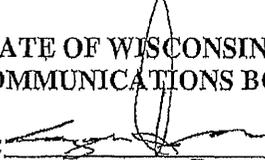
By: 
Name: GARY R. MACOMBER
Title: ASSISTANT SECRETARY

EXHIBIT A
ECB CONSENT LETTER

CONSENT LETTER

State of Wisconsin Educational Communications Board ("ECB"), licensee of noncommercial educational digital TV station WLEF-DT, post-transition DTV Channel 36, Park Falls, Wisconsin, Facility ID No. 63046, subject to the terms and conditions set forth in that certain Reciprocal Consent Agreement dated as of December 18, 2007 by and between ECB and KTL (the "Agreement"), hereby consents to the modifications requested by KAAL-TV, LLC to the technical facilities for commercial digital TV station KAAL-DT, post-transition DTV Channel 36, Austin, Minnesota, Facility ID No. 18285 ("KAAL") specified in the Petition for Reconsideration filed with the FCC by KAAL-TV, LLC on October 25, 2007, and ECB confirms that it concurs with and has no objection to the grant of those technical parameters, or to the proposed KAAL-DT modification application related thereto, subject to the terms and conditions of the Agreement.

STATE OF WISCONSIN - EDUCATIONAL
COMMUNICATIONS BOARD

By: 
Name: GENE PURCELL
Title: EXECUTIVE DIRECTOR

December 18, 2007

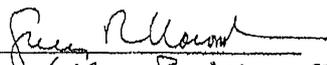
EXHIBIT B

KTL CONSENT LETTER

CONSENT LETTER

KAAL-TV, LLC ("KTL"), licensee of commercial digital television station KAAL-DT, post-transition DTV Channel 36, Austin, Minnesota, Facility ID No. 18285 ("KAAL"), subject to the terms and conditions set forth in that certain Reciprocal Consent Agreement dated as of December 18, 2007 by and between ECB and KTL (the "Agreement"), hereby consents to the application by ECB for a modification to upgrade the technical facilities of noncommercial educational TV station WLEF-DT, post-transition DTV Channel 36, Park Falls, Wisconsin, Facility ID No. 63046 to 200 Kw (the "Application") which may cause up to 0.5% additional interference to KAAL, and confirms that it concurs with and has no objection to the grant of the Application subject to the terms and conditions of the Agreement.

KAAL-TV, LLC

By: 
Name: GARY R. MACOMBER
Title: ASSISTANT SECRETARY

December 18, 2007

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