

PRM08MB

FILED/ACCEPTED

NOV - 4 2008

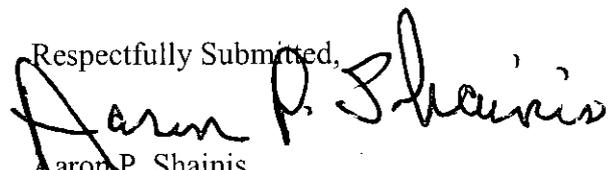
Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

Federal Communications Commission  
Office of the Secretary

In The Matter of	)	
	)	
WCOV-TV	)	MM Docket No.
Montgomery, Alabama	)	RM No. BPRM-20080819ADH
Facility I.D. No. 76342	)	
Amendment of Section 73.622(b)	)	
TO: Office of the Secretary	)	
ATTN: Chief, Video Division, Media Bureau	)	

**SUPPLEMENT TO PETITION FOR RULE MAKING**

Woods Communications Corporation ("Woods") respectfully requests that its pending Petition for Rulemaking, File Number BPRM-20080819ADH, be supplemented by the attached November 3, 2008 Interference Acceptance Agreement between Woods and Trinity Christian Center of Santa Ana, Inc., Trinity Broadcasting Network ("Trinity"). The Interference Acceptance Agreement has been effectuated as a result of the October 9, 2008 letter transmitted by the FCC's Media Bureau to Woods and Trinity. Accordingly, consistent with 47 CFR, Section 73.623(h)(3), and for the purpose of obtaining authorization of the facilities proposed in the Woods petition, Woods agrees that it will accept the interference proposed in the Trinity application. Furthermore, consistent with Section 73.623(h)(3), and for the purpose of obtaining authorization of the facilities proposed in the Trinity application, Trinity agrees that it will accept the interference proposed in the Woods petition.

Respectfully Submitted,  
  
Aaron P. Shainis  
Shainis & Peltzman, Chartered  
Counsel for Woods Communications Corporation

Enclosure

cc: w/ enclosure (via e-mail)  
Clay Pendarvis, Esq.  
Colby M. May, Esq.  
Nazifa Sawez

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**ORIGINAL**

### INTERFERENCE ACCEPTANCE AGREEMENT

**THIS AGREEMENT** is made as of November 3, 2008 between Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network. ("Trinity") and Woods Communications Corporation ("Woods").

1. Woods is the licensee of television broadcast station WCOV-DT, Montgomery, Alabama (Facility ID 178477) (the "Woods Station"), scheduled pursuant to rules of the Federal Communications Commission ("FCC") to broadcast only on digital Channel 16 after February 17, 2009. On August 19, 2008, Woods filed a petition for rulemaking to change the authorized digital channel of the Woods Station to Channel 20 for use after February 17, 2009 (File No. BPRM-20080819ADH) (the "Woods Petition").
2. Trinity is the licensee of television broadcast station WMPV-DT, Montgomery, Alabama (Facility ID 60827) (the "Trinity Station"). On August 19, 2008 Trinity filed an application (File No. BPCDT-20080819ABI) (the "Trinity Application") with the FCC for permission to enlarge the authorized service area of the Trinity Station.
3. On October 9, 2008 the FCC's Media Bureau sent Woods and Trinity a letter notifying them that the Woods Petition and the Trinity Application were mutually exclusive because the facilities proposed in the Woods Petition and the Trinity Application are predicted to exceed the permissible interference standards of the FCC (the "FCC MX Letter"). Accordingly, without modification of either or both of the Trinity Application and the Woods Petition, pursuant to the FCC's rules and policies, neither can be authorized by the FCC without the consent of both Trinity and Gray and are otherwise subject to dismissal.
4. Consistent with 47 C.F.R. § 73.623(h)(3), and for the purpose of obtaining authorization of the facilities proposed in the Woods Petition, Woods hereby agrees that it will accept the interference proposed in the Trinity Application. According to the FCC MX Letter and separate calculations performed by Woods and Trinity based upon the FCC's rules and policies, 0.8% of the service area population proposed in the Trinity Application is predicted to receive interference from the facilities proposed in the Woods Petition.
5. Consistent with 47 C.F.R. § 73.623(h)(3), and for the purpose of obtaining authorization of the facilities proposed in the Trinity Application, Trinity hereby agrees that it will accept the interference proposed in the Woods Petition. According to the FCC MX Letter and separate calculations performed by Woods and Trinity based upon the FCC's rules and policies, 0.8% of the service area population proposed in the Woods Petition is predicted to receive interference from the facilities proposed in the Trinity Application.
6. Trinity and Woods shall take all commercially reasonable steps to satisfy any questions or concerns raised by the FCC with respect to their filings, notify the other of any such FCC inquiries, and furnish all information requested by the FCC with respect thereto. No amendment

or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of West Virginia without giving effect to the choice of law provisions thereof. This Agreement may be executed electronically and in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Electronic copies of signatures shall be treated as originals for all purposes. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting, engineering, and legal fees incurred in connection herewith. No consideration is being paid by either party in connection with this Agreement.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first set forth above.

**WOODS:**

**WOODS COMMUNICATIONS CORPORATION**

By: 

Name: **Woods Comm Corp**  
 Title: **By: David Woods, President**

**TRINITY:**

**TRINITY CHRISTIAN CENTER OF SANTA ANA, INC., d/b/a TRINITY BROADCASTING NETWORK**

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

Name:  
 Title:

or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of West Virginia without giving effect to the choice of law provisions thereof. This Agreement may be executed electronically and in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Electronic copies of signatures shall be treated as originals for all purposes. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement, including without limitation accounting, engineering, and legal fees incurred in connection herewith. No consideration is being paid by either party in connection with this Agreement.

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WOODS:

WOODS COMMUNICATIONS CORPORATION

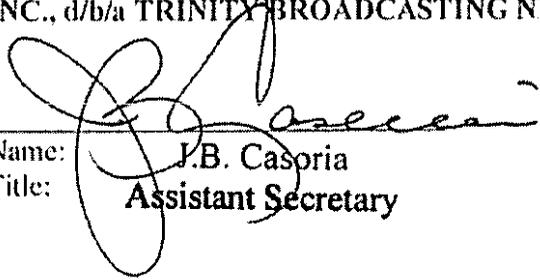
By: \_\_\_\_\_

Name:

Title:

TRINITY:

TRINITY CHRISTIAN CENTER OF SANTA ANA,  
INC., d/b/a TRINITY BROADCASTING NETWORK

By: 

Name:

Title:

J.B. Casoria

Assistant Secretary