

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

In re Application of
Northshire Communications, Inc.
for Approval of Transfer of Control of
WEQX(FM), Manchester, Vermont
from
A. Brooks Brown (Deceased) (Transferor) to
Estate of A. Brooks Brown (Transferee)
and
Estate of A. Brooks Brown (Transferor) to
Melinda Brown (Transferee)
NAL/Acct. No. MB-202341410014
FRN: 0003795564
Facility ID No. 49706
Application File No. 0000190505
Application File No. 0000171467

ORDER

Adopted: July 19, 2023

Released: July 20, 2023

By the Chief, Audio Division, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Northshire Communications, Inc. (NCI or Licensee), licensee of station WEQX(FM), Manchester, Vermont (Station). The Consent Decree resolves issues arising from the Bureau’s review of the captioned applications for Commission consent to the involuntary transfer of control (Involuntary Transfer Application)1 of the Licensee from the A. Brooks Brown, deceased, to the Estate of A. Brooks Brown (Estate) and the voluntary transfer of control (Voluntary Transfer Application)2 of the Licensee from the Estate to Melinda Brown (Mrs. Brown).3

2. In the course of processing the Applications, the Bureau staff found that Mrs. Brown acquired negative control (i.e., 50% of the voting stock) of NCI without prior Commission authorization.4 The Bureau staff also found that the Licensee subsequently failed to notify the Commission promptly of the death of Mr. Brown, who retained the remainder of NCI’s voting shares until his death, and failed to file the Involuntary Transfer Application within 30 days of his death as required by the Commission’s

1 Application File No. 0000190505 See Broadcast Applications, Public Notice, Report No. PN-1-220513-01, at 2 (MB May 13, 2022).

2 Application File No. 0000171467. See Broadcast Applications, Public Notice, Report No. PN-1-211129-01, at 19 (MB Nov. 29, 2021).

3 Collectively, the Involuntary Transfer Application and the Voluntary Transfer Application will be referred to as the Applications.

4 See 47 U.S.C. § 310(d) (“No construction permit or station license . . . shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission”); 47 CFR § 73.3540 (“Prior consent of the FCC must be obtained for a voluntary assignment or transfer of control.”).

rules (Rules).⁵ The Consent Decree resolves the Bureau's investigation of the Licensee's compliance with section 310(d) of the Communications Act of 1934, as amended (the Act), and sections 73.3540 and 73.3541 of the Rules.

3. Pursuant to the terms of the Consent Decree, Licensee and Mrs. Brown stipulate that they violated section 310(d) of the Act⁶ and sections 73.3540 and 73.3541 of the Rules.⁷ The Consent Decree requires, among other things, that NCI make a five thousand dollar (\$5,000) civil penalty payment to the United States Treasury and undertake a three-year compliance plan to prevent future, similar violations. A copy of the Consent Decree is attached hereto and incorporated by reference.

4. After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating all pending proceedings relating to the Bureau's investigation of potential violations of the Rules and the Act in connection with the Applications

5. Based on the record before us, we conclude that nothing in that record creates a substantial and material question of fact as to whether NCI possesses the basic qualifications to continue to be a Commission licensee.

6. ACCORDINGLY, IT IS ORDERED that, pursuant to section 4(i) of the Act,⁸ and by the authority delegated by sections 0.61 and 0.283 of the Rules,⁹ the Consent Decree attached hereto IS ADOPTED without change, addition, or modification.

7. IT IS FURTHER ORDERED that the investigation by the Bureau of the matters noted above IS TERMINATED.

8. IT IS FURTHER ORDERED that copies of this Order shall be sent, by email, to Northshire Communications, Inc. and Melinda Brown, c/o of their counsel David D. Oxenford, Esq., Wilkinson, Barker, Knauer, LLP, 1800 M Street, NW, Suite 800N, Washington, DC 20036.

9. IT IS FURTHER ORDERED that pursuant to section 73.3526(e)(10) of the Rules,¹⁰ a copy of this Order and Consent Decree and as otherwise required all related investigatory materials SHALL BE RETAINED in the above-captioned Station's online public inspection file until grant of the next license renewal application.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

⁵ See 47 U.S.C. § 310(d); 47 CFR § 73.3541 (stating that FCC "shall be notified in writing promptly of the death . . . of . . . a person directly or indirectly in control of a corporation which is a permittee or licensee" and that "[w]ithin 30 days after the occurrence of such death . . . , an application on FCC Form 316 shall be filed requesting consent . . . for involuntary transfer of control of such corporation to a person or entity legally qualified to succeed to the foregoing interests under the laws of the place having jurisdiction over the estate involved").

⁶ 47 U.S.C. § 310(d).

⁷ 47 CFR §§ 73.3540, 73.3541.

⁸ 47 U.S.C. § 4(i).

⁹ 47 CFR §§ 0.61, 0.283.

¹⁰ *Id.* § 73.3526(e)(10).

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FRN: 0003795564
Facility ID No. 49706
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CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by and between the Media Bureau (Bureau) of the Federal Communications Commission and Northshire Communications, Inc. (NCI), licensee of station WEQX(FM), Manchester, Vermont, for the purpose of terminating the Bureau’s investigation of NCI’s compliance with section 310(d) of the Communications Act of 1934, as amended, 47 U.S.C. § 310(d) and sections 73.3540 and 73.3541 of the Commission’s rules, 47 CFR §§ 73.3540 and 73.3541.

II. DEFINITIONS

- 2. For purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 et. seq.;
(b) “Adopting Order” means the order of the Bureau adopting this Consent Decree;
(c) “Bureau” means the Media Bureau of the Federal Communications Commission;
(d) “Civil Penalty” means the payment Licensee has agreed to pay to the United States Treasury;
(e) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices;
(f) “Effective Date” means the date on which the Bureau releases the Adopting Order;
(g) “Estate” means the Estate of A. Brooks Brown;
(h) “Investigation” means the Bureau’s investigation of information contained in the Involuntary Transfer Application and Voluntary Transfer Application, as detailed herein;

- (i) “Involuntary Transfer Application” means the FCC Form 2100, Schedule 316, application for consent to the involuntary transfer of control of NCI from Mr. Brown, deceased, to the Estate, application file no. 0000190505;
- (j) “Involuntary Transfer of Control Rule” means 47 CFR § 73.3541;
- (k) “License” refers to the license authorization for station WEQX(FM), Manchester, Vermont (Fac. ID No. 49706);
- (l) “Licensee” means NCI and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest;
- (m) “Mr. Brown” means A. Brooks Brown;
- (n) “Mrs. Brown” means Melinda Brown;
- (o) “NCI” means Northshire Communications, Inc., the licensee of WEXQ(FM), Manchester, Vermont;
- (p) “Parties” means NCI, Mrs. Brown, and the Bureau;
- (q) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations;
- (r) “Violations” mean the violations of the Involuntary Transfer of Control Rule, the Voluntary Transfer of Control Rule, and section 310(d) of the Act;
- (s) “Voluntary Transfer Application” means the FCC Form 2100, Schedule 315, application for consent to the voluntary transfer of control of NCI from the Estate to Mrs. Brown, application file no. 0000171467; and
- (t) “Voluntary Transfer of Control Rule” means 47 CFR § 73.3540.

III. BACKGROUND

3. *Unauthorized Transfers of Control.* Section 310(d) of the Act, provides in pertinent part:

No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.¹

It is well-settled that “control” as used in the Act and the Voluntary Transfer of Control Rule encompasses all forms of control, actual or legal, direct or indirect, negative or affirmative, and that passage of *de facto* as well as *de jure* control requires the prior consent of the Commission.²

4. The Voluntary and Involuntary Transfer of Control Rules implement section 310(d) of the Act.³ The Voluntary Transfer of Control Rule states, in pertinent part, that “[p]rior consent of the

¹ 47 U.S.C. § 310(d).

² See, e.g., *Stereo Broadcasters, Inc.*, 55 FCC 2d 819, 821 (1975) (citing *WWIZ, Inc.*, 36 FCC 561 (1964)), *modified*, 59 FCC 2d 1002 (1976).

³ 47 CFR §§ 73.3540, 73.3541.

FCC must be obtained for a voluntary assignment or transfer of control.”⁴ In addition, the Involuntary Transfer of Control Rule stipulates that:

The FCC shall be notified in writing promptly of the death or legal disability of an individual permittee or licensee, a member of a partnership, or a person directly or indirectly in control of a corporation which is a permittee or licensee.

Within 30 days after the occurrence of such death or legal disability, an application on FCC Form 316 shall be filed requesting consent to involuntary assignment of such permit or license or for involuntary transfer of control of such corporation to a person or entity legally qualified to succeed to the foregoing interests under the laws of the place having jurisdiction over the estate involved.⁵

5. Mr. Brown was NCI’s sole shareholder.⁶ As a tenth anniversary gift, Mr. Brown transferred 50% of his voting stock in NCI to Mrs. Brown without prior Commission consent.⁷ Following this transfer, Mr. Brown and Mrs. Brown each held 50% of NCI’s voting stock and therefore negative control of NCI.⁸ After Mr. Brown died,⁹ the Licensee did not notify the Commission within 10 days of his death or file an application for the involuntary transfer of control to his Estate within 30 days. Licensee states that until recently, it did not have regular communications counsel and did not realize that there was an obligation to obtain Commission approval prior to Mrs. Brown’s acquisition of negative control of NCI and to file an FCC Form 2100, Schedule 316, application for the involuntary transfer to the Estate within 30 days of Mr. Brown’s passing. Based on the foregoing, the Bureau commenced the Investigation and suspended processing of the Involuntary and Voluntary Transfer Applications.

6. The Parties acknowledge that any proceedings that might result from the Violations would be time-consuming and require a substantial expenditure of public and private resources. In order to conserve such resources, resolve the matters, and promote compliance with the Rules, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

IV. TERMS OF AGREEMENT

7. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

8. **Jurisdiction.** The Licensee agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

9. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. Upon the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Licensee

⁴ *Id.* § 73.3540(a). The rule further states that an “[a]pplication for consent to the transfer of control of a corporation holding a construction permit or license must be filed on [FCC Form 2100, Schedule 315]” where the transaction involves the transfer of a controlling interest from one individual to another. *Id.* § 73.3540(d).

⁵ 47 CFR § 73.3541. *See also Broadcast Assignment and Transfer of Control Applications Available in LMS*, Public Notice, 35 FCC Rcd 12719 (MB 2020) (announcing the transition of FCC Form 316 from the Consolidated Database System to the Licensing and Management System as FCC Form 2100, Schedule 316).

⁶ *See* “Amendment to Assignment Application” at 1, attach. to Voluntary Transfer Application (rec. Apr. 20, 2022).

⁷ *Id.* at n.7.

⁸ *See id.* at 2; “Certificate of Death,” attach. A to Involuntary Transfer Application.

⁹ *See* “Certificate of Death,” attach. A to Involuntary Transfer Application.

agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. Any violation of the Adopting Order or the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to enforcement of a Commission order.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Licensee agrees to the terms, conditions, and procedures contained herein.

11. The Bureau further agrees that, in the absence of new material evidence, it will not use the Violations or the existence of this Consent Decree in any action against Licensee concerning the matters that were the subject of the Investigation, provided that the Licensee satisfies its obligations under this Consent Decree. In the event that the Licensee fails to satisfy any of its material obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to each Violation, and/or the violation of this Consent Decree.

12. **Admission of Liability.** Licensee, and Mrs. Brown for purposes of this Consent Decree, stipulate that their actions described in paragraph 5 of this Consent Decree violated section 310(d) of the Act and sections 73.3540 and 73.3541 of the Rules.

13. **Civil Penalty.** Licensee agrees to pay the Civil Penalty to the United States Treasury in the amount of five thousand dollars (\$5,000), within thirty (30) calendar days after the Effective Date. Licensee acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a “Claim” or “Debt” as defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996.¹⁰

14. **Payment.** Licensee will also send electronic notification of payment to Kim Varner at Kim.Varner@fcc.gov and Christopher Clark at Christopher.Clark@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission’s online payment system),¹¹ or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹²

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).¹³ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the

¹⁰ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹¹ Payments made using CORES do not require the submission of an FCC Form 159.

¹² For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

¹³ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.

- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL/Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

15. **Compliance Officer.** Within 30 calendar days after the Effective Date, Licensee shall designate a Compliance Officer who will administer the Compliance Plan, supervise Licensee’s compliance with the Act and the Rules, and serve as the point of contact on behalf Licensee for all FCC-related compliance matters.

16. **Compliance Plan.** Licensee agrees that it shall, within 30 calendar days after the Effective Date, develop, implement, and maintain for a period of three (3) years a Compliance Plan designed to ensure future compliance with the Act and the Rules. The Compliance Plan shall contain, at a minimum, the following elements:

- a. **Compliance Manual.** The Compliance Plan shall include a Compliance Manual that is distributed to employees and others who perform duties for the Licensee that triggers or may trigger compliance-related responsibilities. The Compliance Manual shall include: (1) an overview of the Commission’s requirements with respect to applications for assignment or transfer of control of FCC licenses, including the need for prior approval for license assignments and transfers of control as set forth in the Rules; and (2) a description of the regulatory requirements applicable to the accurate reporting of information in assignment and transfer of control applications as set forth in the Rules. Licensee shall update the Compliance Manual from time to time to reflect changes to relevant sections of the Act, Rules, and Commission orders, and as otherwise needed.
- b. **Compliance Training Program.** Within 90 days of the Effective Date, Licensee shall begin administering a Compliance Training Program for employees and others who perform duties for the Licensee related to assignment and transfer of control applications. This Compliance Training Program shall be completed for all such employees within one hundred and twenty (120) days of the Effective Date. This Compliance Training Program shall also be presented to new employees who are engaged in such activities, within the first sixty (60) calendar days of employment. This Compliance Training Program shall track the Compliance Manual, focusing on proper implementation of the Compliance Manual.
- c. **Compliance Reports.** Licensee shall submit a Compliance Report to the Commission 90 days after the Effective Date and annually thereafter on the anniversary of the Effective

Date for a period of three (3) years. Each Compliance Report will include a certification by the Compliance Officer, as an agent of and on behalf of Licensee, attesting to personal knowledge that: (1) Licensee has complied with subsections (a) and (b) of this Paragraph; and (2) Licensee is not aware of any instances of non-compliance with the Consent Decree, section 310(d) of the Act, or sections 73.3540 and 73.3541 of the Rules. The certification must comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein. If the Compliance Officer cannot provide the requisite certification, then the Compliance Officer shall provide the Commission with a detailed explanation of: (i) any instances of non-compliance with this Consent Decree and the Act or Rules, and (ii) the steps that Licensee has taken or will take to remedy each instance of non-compliance and ensure future compliance, and the schedule on which proposed remedial actions will be taken. A copy will be served on Christopher Clark, Assistant Chief, Audio Division, FCC Media Bureau, at Christopher.Clark@fcc.gov.

17. **Qualifications; Agreement to Grant.** The Bureau finds that its Investigation raises no substantial and material questions of fact as to whether the Licensee possesses the basic qualifications, including those relating to character, to hold a Commission license or authorization. Accordingly, the Bureau agrees to grant the Involuntary and Voluntary Transfer Applications after the Effective Date, provided that the following conditions have been met: 1) the Civil Penalty payment referenced in paragraph 15 of this Consent Decree has been fully and timely satisfied; and 2) there are no issues other than the Violations that would preclude grant of the Voluntary Transfer Application and the Involuntary Transfer Application.

18. **Waivers.** Licensee agrees to waive any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order, provided the Consent Decree is adopted without change, addition or modification. If any Party (or the United States on behalf of the Commission), brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, no Party will contest the validity of the Consent Decree or Adopting Order, and Licensee will waive any statutory right to a *trial de novo*. Licensee further agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁴ relating to the Consent Decree or Adopting Order.

19. **Severability.** The Parties agree that if a court of competent jurisdiction renders any of the provisions of this Consent Decree unenforceable, such unenforceability shall not render unenforceable the Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

20. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

21. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Licensee does not expressly consent), such provision will be superseded by such Rule or Order.

22. **Successors and Assigns.** Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

23. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall

¹⁴ 5 U.S.C. § 504; 47 CFR §§ 1.1501-.1530.

constitute a final settlement between the Parties with respect to the Investigation.

24. **Termination Date.** The obligations to which the Licensee is subject pursuant to this Consent Decree shall terminate 60 days after the filing of the final Compliance Report referenced above, *provided* the Bureau is satisfied that the Licensee has demonstrated substantial compliance with its obligations the terms of the Consent Decree. If the Bureau is not satisfied that the Licensee has demonstrated substantial compliance with the terms of the Consent Decree, the Bureau may, within its sole discretion and authority, extend the termination date of this Consent Decree for up to an additional 24 months.

25. **Modifications.** This Consent Decree cannot be modified or amended without the advance written consent of all Parties.

26. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

27. **Authorized Representative.** Each Party represents and warrants to the other Party that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

28. **Counterparts.** This Consent Decree may be signed in counterparts and/or electronically and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed electronically or by original signatures.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: Albert Shuldiner
Albert Shuldiner, Chief, Audio Division

Date: 7/19/2023

Northshire Communications, Inc.

By: _____
Melinda Brown, President

Date: _____

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**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: _____
Albert Shuldiner, Chief, Audio Division

Date: _____

Northshire Communications, Inc.

By: Melinda Brown
Melinda Brown, President

Date: 7/19/23