

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

In the Matter of)	
)	
BLUE RIDGE FREE MEDIA	)	File No. 0000072621
For Renewal of License of	)	Facility ID No. 192547
WXRK-LP, Charlottesville, VA)	
)	
AIR MIX VIRGINIA	)	File No. 0000073441
For Renewal of License of	)	Facility ID No. 193001
WVAI-LP, Charlottesville, VA)	
)	
PROMISE LAND COMMUNICATIONS	)	File No. 0000073463
For Renewal of License of	)	Facility ID No. 192897
WPVC-LP, Charlottesville, VA)	
)	
GENESIS COMMUNICATIONS, INC.	)	File No. 0000072618
For Renewal of License of	)	Facility ID No. 194996
WREN-LP, Charlottesville, VA)	
)	
GATEWAY MEDIA, INC.	)	File No. 0000072619
For Renewal of License of	)	Facility ID No. 192447
WKMZ-LP, Ruckersville, VA)	

To: Office of the Secretary
Attention: Audio Division, Media Bureau

CONSOLIDATED REPLY
TO OPPOSITIONS TO CONSOLIDATED PETITION TO DENY

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November 14, 2019

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SUMMARY

On September 3, 2019, Tidewater Communications, LLC, filed a “Consolidated Petition to Deny” (“Petition”) the captioned applications for renewal of licenses of the low power FM (“LPFM”) radio licenses held by the applicants. Four of the five applicants filed oppositions to the Petition. One applicant has sought to withdraw its application for renewal of its license.

The four oppositions, taken together, describe a scheme in which the four, ostensibly independent, licensees entered into at least two operating agreements that are forbidden by Section 73.860(e) of the Commission’s Rules. The first is titled “Virginia Limited Liability Operating Agreement for Virginia Radio Coop, LLC,” through which the licensees share, *inter alia*, a transmitter site, antenna, studio and office facilities. In addition, the licensees are marketing advertising on their stations as a “cluster” through another operating agreement with Experience Media Sales, LLC (“Experience Media”) which has published a “rate” card describing the formats and setting the prices to be charged for advertising on the stations.

Experience Media sells commercial advertising and it is broadcast on LPFM stations, which is forbidden to noncommercial educational stations like the LPFM stations.

Some, but not all, of the licensees falsely certified the applications they filed in order to obtain the LPFM licenses.

For this conduct, the Commission should designate the applications for a hearing and upon its conclusion, deny the renewal applications.

Please note: After the Consolidated Reply was filed, it was noted that it did not include a supporting declaration. That declaration is attached to this replacement Consolidated Reply.

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Tidewater Communications, LLC (“Tidewater”), by its attorney and pursuant to Section 309(d) of the Communications Act of 1934, as amended (“Act”) and 73.3584(b) of the Commission’s Rules, hereby respectfully files this Consolidated Reply to oppositions

(“Oppositions”)¹ filed by the four remaining captioned applicants for renewal of license (“Renewal Applicants”)² responding to Tidewater’s September 2, 2019 Consolidated Petition to Deny (“Petition”). The low power FM stations are referred to herein collectively as the “LPFM Stations.” Gateway Media, Inc. (“Gateway”), licensee of WKMZ-LP, Ruckersville, Virginia, did not file an opposition.³ In support, the following is shown:

I. PRELIMINARY STATEMENT

1. The above-captioned renewal applications (“Applications”) cannot be granted because: (1) the Renewal Applicants are parties to one or more impermissible operating agreements or management agreements; (2) they are regularly broadcasting commercial announcements that may not be broadcast on noncommercial educational (“NCE”) stations; (3) two of the LPFM Stations were, until recently, simulcasting programs; and (4) the Applications are rife with questionable false certifications which, if resolved adversely, would disqualify the Renewal Applicants from continuing as the holders of the licenses for the LPFM Stations. Because the LPFM Stations have not served the public interest, convenience, and necessity, and the LPFM Applicants have engaged in serious violations of the Act and the rules and regulations of the Commission that constitute a pattern of abuse, the Commission is obligated to deny the

¹ In this Reply, the Oppositions of specific applicants are referred to with a distinctive capitalized term; e.g., “Blue Ridge Opposition”; “Air Mix Opposition”, etc. They are collectively referred to as “Oppositions.”

² An opposition was filed September 27, 2019, by Blue Ridge Free Media (“Blue Ridge”) and separate oppositions were filed on October 25, 2019, by Air Mix Virginia (“Air Mix”), licensee of WVAI-LP, Charlottesville, Virginia; Promise Land Communications (“Promise Land”), licensee of WPVC-LP, Charlottesville, Virginia; and Genesis Communications, Inc. (“Genesis”), licensee of WREN-LP, Charlottesville, Virginia. This Consolidated Reply is timely filed pursuant to the “Letter Establishing Deadlines” of the Chief, Audio Division, released October 21, 2019.

³ On October 25, 2019, Gateway withdrew its application for renewal of the licensee of WKMZ-LP. The station is currently silent. Subject to the dismissal of Application File No. 0000072619, this Consolidated Reply does not address the deficiencies in the WKMZ-LP renewal application, but Tidewater reserves its right to comment further on Gateway in the event the WKMZ-LP application is not dismissed with prejudice.

Applications. At a minimum, the Commission should set the Applications for evidentiary hearing.⁴

2. Tidewater disputes the statements made in three of the Oppositions that Tidewater and its parent, Saga Communications, Inc. (“Saga”), by filing the Petition, engaged in “economic bullying through litigation,”⁵ that “Tidewater/Saga is the ‘schoolyard bully’ throwing its massive weight and deep pockets around,”⁶ and that “Tidewater is abusing the Commission’s license renewal processes in an effort to crush five very small players in the market and increase its share of listenership and revenue.”⁷ These accusations that are merely attempts to deflect the Commission’s attention from the issues at hand. Tidewater’s goal in filing its Petition is to assure that low power FM licensees like the Renewal Applicants operate their LPFM Stations in compliance with the Commission’s Rules. One of the elements of standing to file a petition to deny is a demonstration of economic harm. NCE stations, like the LPFM Stations, that do not play by the rules and instead sell commercial advertising, cause actual economic harm to commercial stations. Tidewater has no objection to LPFM operators that comply with the Commission’s rules, but the Renewal Applicants have not done so and this conduct must stop.

3. The Oppositions confirm Tidewater’s allegations that the Renewal Applicants are parties to two prohibited operating agreements. One is a document called “Virginia Limited

⁴ Because the LPFM Stations are inextricably interrelated, the Petition included all five applicants, but the pleading was filed in five separate accounts in the License Management System. Tidewater is filing this consolidated reply to the separate Opposition as instructed in the Letter Establishing Deadlines.

⁵ Blue Ridge Opposition at “Summary” and “Overview.”

⁶ Air Mix Opposition at Footnote 3.

⁷ Genesis Opposition at “Background.”

Liability Company Operating Agreement for Virginia Radio Coop, LLC,” (“Coop Agreement”)⁸ and the other is an undisclosed written or oral Joint Sales Agreement (“Joint Sales Agreement”) to sell advertising on the LPFM Stations through Experience Media Sales, LLC (“Experience Media”).⁹

4. At least one of the Oppositions seeks to deny that the Coop Agreement, which from its very title indicates that it is an operating agreement, actually is not an operating agreement. Air Mix argues that the “rule [47 C.F.R. § 73.860(e), which prohibits LPFM stations from entering into operating agreements] is obviously intended to pertain only to the kind of agreement where one station is furnishing a substantial portion of the management and/or programming for another station, such as in a ‘time brokerage’ or ‘management agreement.’” No citation to authority for this fanciful interpretation of the law is included. Stated simply, the plain language of Section 73.860(e) of the Rules prohibits LPFM stations from entering into “an operating agreement of any type....” [emphasis added.] And the Commission must enforce its rules.¹⁰

5. The Coop Agreement provides that the Renewal Applicants may “set their own

⁸ The Coop Agreement is included as Exhibit 1 to the Air Mix Opposition and as Attachment A to the Promise Land Opposition and is attached hereto as Attachment 1.

⁹ See Genesis Opposition at 7 (“In this instance, the Experience Media Sales agreement is a type of Joint Sales Agreement....”)

¹⁰ “It is elementary that an agency must adhere to its own rules and regulations. Ad hoc departures from those rules, even to achieve laudable aims, cannot be sanctioned, (citation omitted), for therein lie the seeds of destruction of the orderliness and predictability which are the hallmarks of lawful administrative action. Simply stated, rules are rules, and fidelity to the rules which have been properly promulgated, consistent with applicable statutory requirements, is required of those to whom Congress has entrusted the regulatory missions of modern life.” *Reuters Limited v. FCC*, 781 F. 2d 946, 950-51 (D. C. Cir. 1986).

rates and allowable discounts for commercial underwriting.”¹¹ But this provision does not square with the LPFM Stations’ Joint Sales Agreement, by which all of the LPFM Stations are selling commercial underwriting through Experience Media. Indeed, Tidewater’s Petition to Deny at Attachment 1 provided a copy of the Renewal Applicants’ “rate card” that is substantially-similar to rate cards that commercial stations use. In addition, none of the Renewal Applicants have produced or discussed the oral or written agreement that must exist in order to authorize Experience Media to sell advertising on all the LPFM Stations and to distribute the revenue derived from sale of the advertising. The Commission, in the hearing, must direct the Renewal Applicants to produce copies of all written documents or reduce to writing oral understandings on how Experience Media operates.

6. One of the Renewal Applicants, Genesis, offers the Declaration of Board Member Sharon Hall to explain that the idea to obtain LPFM licenses originated in a group of persons who were working at full-power NCE station WNRN in Charlottesville. Commission records reflect that Michael Friend, the President of Blue Ridge (one of the other Renewal Applicants)¹² and Jon Hall were formerly members of the board of directors of Stu-Comm, Inc., the licensee of WNRN.¹³ Also working at WNRN were Jaquan Middleton, “manager of WNRN late night Rap and Hip-Hop show” and Jeff Lenert, who worked in the WNRN news department. As described in the Declaration of Sharon Hall, p.1. *infra*, these four individuals decided to apply for

¹¹ See Operating Agreement at Section 2.11.

¹² See ¶21 *infra*.

¹³ See Biennial Ownership Report of Stu-Comm, Inc., File No. BOA-20110601AE, filed June 2, 2011.

construction permits for new LPFM stations in the 2013 LPFM window.¹⁴ Ms. Hall mentions (without further explanation) a “falling out between members of the 91.9 WNRN Radio Board of Directors.”

7. Faced with the soon-to-open LPFM filing window, the four disgruntled WNRN staffers apparently colluded to form their own media mini-cluster to sell radio advertising in Charlottesville. In what apparently was orchestrated from the start, the four WNRN ex-staffers parceled out the formats they would broadcast so as not to compete with each other: Friend would apply for and operate a station with a “rock” format, which became WXRK-LP (“Alt/Active Rock Hits 92.3”); Middleton would apply for and operate a station with a so-called urban format, which became WVAI-LP (“101 Jamz-Hip-Hop & R&B”); Lenert would apply for a station to broadcast progressive talk which became WPVC-LP (“Progressive Talk 94.7”); and Jon Hall, with his wife Sharon Hall, would eventually obtain two construction permits.¹⁵ Those permits became WREN-LP and illegal simulcast operation WKMZ-LP (“Real Oldies 97.9”).¹⁶ Ms. Hall declares that her husband, while not a board member of Genesis, is nevertheless “engineer, GM, PD, and the one who handles most of the ‘back end’ work such as editing programs and nearly everything else....” at WREN-LP. It is hard to imagine a more connected pair of stations, and the recent demise of WKMZ-LP confirms that the connection was illegal.

¹⁴ See *Media Bureau Announces Availability of The Revised FCC Form 318 and the Filing Procedures for October 15 – October 29, 2013 Low Power FM Filing Window*, DA 13-1385, released June 17, 2013 (Window Extended to Close November 14, 2013, DA 13-2013, released October 18, 2013).

¹⁵ Ms. Hall is a member of the board of directors of Genesis. Her husband, Jon Hall, is a member of the board of directors of Gateway.

¹⁶ These formats and descriptors are taken from Petition Attachment 1, the rate card used by Experience Media, LLC, to sell advertising on the LPFM Stations, copy attached as Attachment 2.

8. Perhaps the founders of the LPFM Stations mistakenly thought the rules for the LPFM service were the same as the rules for traditional NCE stations like WNRN. However, in regulatory matters, ignorance of the law is no excuse.¹⁷ The Commission's Rules clearly bar any type of operating agreement among LPFM licensees and Section 399b of the Act proscribes the broadcast of commercial material on noncommercial broadcast stations. It is indisputable (and the LPFM Applicants have failed to prove otherwise) that they violated both these requirements.

9. Because the existence of the prohibited Coop Agreement and Joint Sales Agreement is enough for the Commission to deny the Renewal Applications, theoretically Tidewater could stop right here and say no more. However, there is so much disqualifying conduct that must be put in front of the Commission.

10. Indeed, questions about the qualifications of the Renewal Applicants date back to 2013, when one of them, Blue Ridge, first filed an application for a construction permit for a new LPFM station. Interested parties filed informal objections against Blue Ridge, alleging, among other things, that Blue Ridge president Michael Friend was "attempting to squat on multiple LPFM frequencies," that "the Blue Ridge Application and three other applications for new LPFM stations in the central Virginia area are 'suspiciously similar to one another' and that the four applicants colluded in filing their applications."¹⁸ However, because the objectors were unable at the time to conclusively demonstrate that Blue Ridge had violated any rules or lacked character qualifications, the Audio Division had no alternative than to dismiss the principal

¹⁷ See, e.g., *U. S. v. Freed*, 401 U.S. 601 (1971).

¹⁸ See **Attachment 3**, consisting of the Audio Division's letter, dated January 6, 2015 ("*Audio Division Letter*"), the informal objections, and Blue Ridge's "Opposition to Informal Objections."

allegations. Now, in 2019, the evidence produced by Tidewater proves the allegations in the informal objections, and this proof is discussed in detail herein.

II. GENESIS COMMUNICATIONS, INC.

11. Genesis admits at its Opposition at 3 that it is a member of the Virginia Radio Coop (“Coop”). In short, membership in the Coop violates Section 73.860(e) of the Rules as it is a forbidden “operating agreement.” In its Opposition at 3, Genesis attempts to portray the operating agreement as a “sharing of these common business expenses,” which is limited to “shared real property, facilities and other limited related expenses.” The Opposition at 4 further claims that the Coop Agreement “does not rise to create a time brokerage or management operating relationship.”

12. But whether the members of the Coop have any type of control or influence over the on-air broadcast programming of the other members or exercise managerial influence over the other members is completely irrelevant to Section 73.860(e), which very clearly and succinctly states:

“(e) No LPFM licensee may enter into an operating agreement of *any type*, including a time brokerage or management agreement, with either a full power broadcast station or another LPFM station.” [Emphasis added.]

13. Section 73.860(e) explicitly does not limit impermissible operating agreements to “time brokerage” and “management” agreements. On the contrary, it bans operating agreements of “any type.” Because Genesis admits having entered into an operating agreement of “any type,” it has been in violation of a key Commission rule governing LPFM stations.

14. The Joint Sales Agreement that Genesis has entered into with Experience Media

is evidence of a second forbidden operating agreement. Genesis claims in its Opposition at 7 that there is “no FCC rule that bars any type of NCE station from using outside contractors to assist with fundraising and promotions.” While that may be true, Genesis nevertheless admits that the “Experience Media Sales agreement is a type of Joint Sales Agreement and the Commission has long ago decided that such agreements do not trigger management and control issues.” In support, Genesis cites to a 1999 Report and Order.

15. However, that Report and Order is applicable only to commercial stations and it predates the very creation of the low power FM service.¹⁹ When the Commission created the LPFM service,²⁰ it expressed concerns about ineligible entities managing an LPFM station:

[M]any of the commenters’ remarks favoring cross ownership are directed to the establishment of the proposed LP100 service. These arguments regarding efficiencies and economies and competitive standing for stations that might compete commercially, however, are less applicable to noncommercial educational LP100 and LP10 stations. *** We conclude that our interest in providing for new voices to speak to the community, and providing a medium for new speakers to gain experience in the field, would be best served by barring cross-ownership between LPFM licensees and existing broadcast owners and other media entities. This prohibition is national and absolute in nature, unlike our existing cross-media ownership rules...

We have also decided to prohibit operating agreements in any form, including time brokerage agreements, local marketing or management agreements, and similar arrangements, between full power broadcasters and LPFM broadcasters, or between two or more low power licensees. We are concerned that such agreements too readily could undermine the strict cross-ownership restriction adopted by allowing an ineligible entity to program or manage an LPFM station. [pertinent portion of *Creation Order*, ¶30.]

¹⁹ *Review of the Commission's Regulations Governing Attribution of Broadcast and Cable/MDS Interests*, 14 FCC Rcd 12559 (FCC 99-207) (1999).

²⁰ *Creation of a Low Power Radio Service*, 15 FCC Rcd 2205 (FCC 00-19 (2000) (“*Creation Order*”) at ¶¶29-30.

16. Here, the workings of Experience Media, offering advertising for sale on all five of the LPFM Stations, allows “an ineligible entity to program or manage an LPFM station.” Accordingly, all of the LPFM Stations, including Genesis’ WREN-LP, are presently violating the Commission’s rules.

17. Genesis does not even discuss Attachment 1 to Tidewater’s Petition, which is a copy of promotional literature on the letterhead of Experience Media which includes a “rate card” showing the cost of advertising on the LPFM Stations. Genesis does not address the sales literature of Experience Media which proclaims, “Our stations are broadcast from the 250-foot monopole beside the Fashion Square Mall. With a transmitter output power of 108 watts and a height of over 830 feet above sea level, our signals reaches [sic] almost ANY radio in Charlottesville and nearby populated areas of Albemarle County loud and clear. Excellent car reception is also possible into parts of Greene and Fluvanna counties [emphasis added.]” In its Petition, Tidewater argued that the use of the possessive pronouns is unmistakably a reference to common ownership or common management of the LPFM Stations. Genesis has no response or defense.

18. In its Opposition at 4, Genesis also argues that the reason it didn’t fulfill its programming proposals set forth in its original application for construction permit is that the proposals “are just that – proposals.” Genesis claims it chose its format based on an assessed need that its community desired, but Sharon Hall’s declaration indicates that the oldies format was chosen in 2015 and became the WREN-LP format when it signed on March 14, 2016. In the

hearing, the Commission should inquire whether Genesis made false promises, has performed according to its promises, and if not, what the sanction should be.

19. Finally, Genesis seeks to explain away or justify the cross-ownership of WREN-LP and WKMZ-LP, which is licensed to Gateway. Sharon Hall is a director of Genesis. Her husband, Jon, is a director of Gateway. Ms. Hall declares: “Jon Hall is the engineer, GM [general manager], PD [program director], and the one who handles most of the ‘back end’ work such as editing programs and nearly everything else all while working for no pay.” Footnote 13 of the Genesis Opposition reports that the programming of WREN-LP was simulcast on WKMZ-LP. However, as of October 21, 2019, the operations of WKMZ-LP were suspended. There is no question that the common operation of WREN-LP and WKMZ-LP violated Section 73.860(e) of the Rules, both as a result of the simulcast as well as the direct involvement of Jon Hall in the operation of WREN-LP. That Ms. Hall and Mr. Hall were on separate boards of directors is of no probative value. That was, as is the entire LPFM Stations’ combined operations, a sham.

20. The spousal attribution policy, cited by Genesis at Opposition 8-9 in an effort to justify its illicit conduct, was adopted in 1992, long before there was an LPFM service, and applies to broadcast stations other than LPFM. The Creation Order expressly barred cross-ownership between LPFM stations. If the Commission wanted to allow an exception for spouses, the Creation Order would have mentioned it. But the Creation Order was silent on that issue.

III. BLUE RIDGE FREE MEDIA

21. As demonstrated by the *Audio Division Letter* and the informal objections discussed therein, there were serious issues raised about the *bona fides* of Blue Ridge. In the *Audio Division Letter*, the Commission found that Blue Ridge had violated Section 73.855(a) of the Rules because a person named Catherine Patterson, the president of Big Deal Productions, was a founding member of Blue Ridge, and the rules prohibit a party from having an attributable interest more than one LPFM station. The Audio Division then dismissed the Blue Ridge application, but it was reinstated on reconsideration.

22. Blue Ridge is party to two prohibited operating agreements: the Coop Agreement and the Joint Sales Agreement. Blue Ridge argues erroneously that there are only two classes of forbidden agreements among LPFM licensees or full power licensees (“Section 73.860(e) specifically defines an impermissible Operating Agreement to include ONLY ‘time brokerage’ or ‘management’ agreements. It only bars those two things – AND NOTHING ELSE.”²¹). Blue Ridge also argues that “Section 73.860(e) Does Not Bar All Agreements or Working Arrangements. It Only Bars Those Transferring Control to Another Licensee.”²²

23. But the plain language of Section 73.860(e) explicitly does not limit impermissible operating agreements to “time brokerage” and “management” agreements. On the contrary, it bans operating agreements of “any type.” The language is clearly inclusive, not

²¹ Blue Ridge Opposition at ¶17.

²² Blue Ridge Opposition at ¶21. Incredibly, the Blue Ridge Opposition at ¶14 actually cites the very text of the rule it is violating (“Tidewater falsely asserts that certain cost-sharing relationships violate the Section 73.860(e) bar on LPFM stations jointly entering into an ‘operating agreement of any type, including a time brokerage or management agreement.’”)

exclusive. It also does not limit agreements to those transferring control to another licensee. It bans any type of operating agreement. Thus, Blue Ridge has built its entire case in disregard or ignorance of the rule.

24. In view of the plain text of the rule, Blue Ridge's defense collapses. Its admission of being a member of the Virginia Radio Coop (and the copy of the Coop Agreement filed by Air Mix and Promise Land, set forth in Part I, *supra*) is irrefutable evidence of Blue Ridge's violation of Section 73.860(e) of the Rules.²³

25. Blue Ridge argues that "NCE stations have long used similar consultants to assist with fundraising." The Blue Ridge Opposition at ¶ 36, cites National Public Media as an example. However, the rules governing the LPFM service are not the same as the NCE service rules that regulate full-power radio stations. For example, full-power NCE stations are permitted to work together in fundraising or any other legal activity. See *In the Matter of Noncommercial Educational Station Fundraising for Third-Party Non-Profit Organizations*, 32 FCC Rcd 3411 (2017). And one entity can own an unlimited number of NCE stations nationwide or in the same radio market, as the Commission's multiple ownership rules do not apply to full-power NCE stations.²⁴ This is not so in the case of LPFM stations. See Section 73.855(a) of the Rules. ("No authorization for an LPFM station shall be granted to any party if the grant of that authorization will result in any such party holding an attributable interest in two or more LPFM stations.")²⁵

²³ Blue Ridge is hoist on its own petard. See Blue Ridge's observation (Opposition ¶3) "But, as any law student knows, terms defined in law or regulation must be treated as so defined, not by what they might mean to the average person on the street."

²⁴ 73.3555(f) provides in pertinent part: "The ownership limits of this section are not applicable to noncommercial educational FM and noncommercial educational TV stations."

²⁵ There is an exception for Tribal Applicants and not-for-profit organizations and governmental entities with a

Thus, Blue Ridge's attempt to apply the rules applicable to NCE stations to LPFM stations is plainly wrong.

26. Similar to the Genesis Opposition, Blue Ridge does not even discuss the existence of the rate card or Experience Media's sales literature, regarding "our stations."

27. Blue Ridge also does not address Tidewater's showing that WXRK-LP has been broadcasting prohibited commercial announcements. Tidewater provided transcripts and recordings of WXRK-LP broadcasting commercials. Based on Blue Ridge's Opposition, it is clear that the purpose of Experience Media is the sale of commercial advertising on all five of the LPFM Stations. Many of the announcements exceed the Commission's guidelines for noncommercial educational stations' underwriting acknowledgments.

28. The transcripts and recordings of the commercial announcements broadcast on behalf of commercial entities like automobile sellers and restaurants exceed the bounds of what is permissible under Section 399b of the Act, and the Commission's pertinent rules and policies, under the "good-faith" discretion afforded licensees under *Xavier*²⁶ because they encourage listeners to patronize the for-profit underwriters' services or businesses, or otherwise describe the underwriters in prohibited comparative, qualitative terms, and were made in exchange for consideration. Again, Blue Ridge has no response or defense.

29. Blue Ridge also did not address the evidence Tidewater provided concerning the false certifications made in Blue Ridge's application for construction permit and in its application for license (File No. BLL-20151002AAA) concerning its program offerings, in

public safety purpose. Blue Ridge has certified that it is neither a Tribal Applicant nor public safety entity.

²⁶ See *Xavier University*, Memorandum Opinion and Order, 5 FCC Rcd 4920 (1990).

particular Blue Ridge's failed commitment to originate local programming. The description of the programming Blue Ridge promised and the reality of operating a station that broadcasts music and commercial announcements falls short of the promises made.

30. Blue Ridge represented that it is AN ORGANIZATION FORMED TO EDUCATE, AND TO BUILD AND STRENGTHEN COMMUNITY VALUES BY BRINGING UN- AND UNDER- REPRESENTED MUSIC, CULTURAL, SPORTS, AND OTHER PROGRAMMING TO THE AIR IN THE CHARLOTTESVILLE, VIRGINIA AREA." Blue Ridge was awarded 5 points as a result of this statement, but it had a competitor, Rector & Visitors of the University of Virginia, that was awarded 4 points.²⁷ It is clear that this statement was merely a sham to gain unmerited points to obtain the construction permit in order to operate a *de facto* commercial station broadcasting alternative and active rock hits. Tidewater invited Blue Ridge (as well as the other LPFM Applicants) to attempt to rebut this by producing convincing proof that, over the past renewal term, Blue Ridge has used WXRK-LP to broadcast the material Blue Ridge promised to broadcast and to use WXRK-LP as represented to serve the public interest of the Charlottesville community. But Blue Ridge has done nothing of the kind.

31. The evidence Tidewater supplied overwhelmingly demonstrates that a substantial or material question of fact exists as to whether Blue Ridge possesses the basic qualifications to be a Commission licensee, and whether grant of Blue Ridge's Application would serve the public interest. Tidewater has presented copious evidence of "serious violations" of the Commission's rules or violations that constitute a "pattern of abuse" for purposes of Section

²⁷ See *Commission Identifies Tentative Selectees in 111 Groups Of Mutually Exclusive Applications Filed in the LPFM Window; Announces a 30-Day Petition to Deny Period and a 90-Day Period to File Voluntary Time-Share Proposals and Major Change Amendments*, FCC 14-132, released September 5, 2013, and Attachment A.

309(k)(1) of the Act. At a minimum, the evidence shows that the operation “was conducted in an exceedingly careless, inept and negligent manner.”²⁸ Also, “the number, nature and extent” of the violations indicate that “the licensee[s] cannot be relied upon to operate [the Stations] in the future in accordance with the requirements of its licenses and the Commission's Rules.”²⁹ Here, under the guise of operating a noncommercial educational LPFM station, Blue Ridge is operating a traditional radio station along with the other LPFM Applicants offering multiple program formats – blatantly and illegally selling and broadcasting commercial announcements in competition with commercial broadcasters including Tidewater.

32. Instead of rebutting Tidewater’s evidence, Blue Ridge has attacked Tidewater, making serious unfounded allegations. Blue Ridge’s calls for sanctions against Tidewater for abuse of process and lack of candor are ludicrous. The allegations in Tidewater’s petition are appropriate and supported by law and evidence. Indeed, Tidewater’s Petition is not an abuse of process. An abuse of process can arise only when a party takes action to achieve a result that was not the intended purpose of the rule. Blue Ridge is operating WXRK-LP in violation of Commission rules designed to prohibit operating agreements and the broadcast of commercial matter on LPFM stations, thus it is not abusive for Tidewater to point out this violation.

33. Instead of addressing these serious allegations, the Mike Friend-directed Blue Ridge attacks Tidewater’s Petition as “an attempt at economic bullying through litigation.” For example, Blue Ridge argues that “Tidewater owns half of the full power stations licensed to Charlottesville, VA.” In actuality, Tidewater owns six of the 18 full-power commercial and

²⁸ *Cesar Chavez Found.*, 33 FCC Rcd 4338 (2018).

²⁹ *Id.*

noncommercial radio stations in the Charlottesville market,³⁰ in full compliance with the Commission's multiple ownership rules. Indeed, another operator, Monticello Media, LLC, also owns six full-power radio stations in the radio market.³¹ All the hyperbolic posturing and reckless allegations of "monopoly power" is bogus. The Commission will readily realize that Blue Ridge's unfounded accusations are merely an attempt to erect a smoke-screen to distract from its many violations of the Rules.³²

IV. PROMISE LAND COMMUNICATIONS

34. Among the disgruntled alumni of WNRN was Jeffrey T. Lenart, who is president and a board member of Promise Land, licensee of WPVC-LP. Mr. Lenart supports the Promise Land Opposition with a Declaration. He admits that Promise Land was a founding member of the Virginia Radio Coop "and is a member today." He blames Promise Land's problems on advice from an unidentified "well-known communications attorney, now retired, about how to become in effect, legal roommates in sharing common expenses while staying within the FCC's rules and policies." Unfortunately, the operating agreements, as discussed *supra*, are impermissible. Mr. Lenart states that "PLC has its own direct relationship with underwriters and we do not need to rely on underwriting through third-party consultant [sic] such as Experience Media Sales." Yet, the recordings provided with the Petition reveal that some announcements

³⁰ See BIA Kelsey FCC Market Definition for Charlottesville, at Attachment 4 hereto.

³¹ The Monticello Media, LLC stations are WCHV, WCHV-FM, WCHK-FM, WHITE-FM, WKAV and WZGN.

³² Blue Ridge's suggestion (at Opposition ¶ 11) that the Commission consider a referral to the Justice Department or Federal Trade Commission on antitrust issues is preposterous and must be rejected by the Commission.

heard on the other LPFM Stations were also broadcast on WPVC-LP.³³ And, the Experience Media rate card (Petition, Attachment 1) boldly offers announcements on WPVC-LP as follows:

“WPVC Progressive Talk 94.7*
*9A-7P Mon-Fri; replayed 9P-6A
*Hispanic Pop 7-9PM M-F; N-6 Sat/Sun
*EDM (Electronic Dance Music); 9P-7A Fri-Sun”

Promised Land’s *post hoc* explanation – that it somehow does not rely on Experience Media – defies credulity.

35. Promise Land argues in its Opposition at 4 that Tidewater has “not met the statutory standard in filing its Petition. While Tidewater claims that it has shown a great deal of smoke, in fact, Tidewater intentionally misconstrues the name of an agreement to support its contention that, somehow, the low power FM stations being challenged are involved in managing and operating each other’s stations.” This is an intentional misconstruction of what Tidewater has shown. It is uncontroverted, in light of the existence of the Coop Agreement, that the Renewal Applicants are parties to an illegal operating agreement. The plain language of the agreement and the substance of the agreement that has not been redacted proves this. Tidewater has shown that the LPFM Stations are operated as a group and time on the stations is sold to advertisers as part of a group of stations with varying formats. This is impermissible.

36. In its Opposition at 6, Promise Land states, “...the sharing of common station costs does not involve managing a radio station.” But the sharing of station costs requires the various Renewal Applicants to agree among themselves as to how the stations will be operated; sharing a transmitter site, antenna, combiner, studio and office space, and advertising sales

³³ *E.g.*, spot announcement for Spectacle Shop broadcast on WXRK-LP and WPVC-LP.

efforts. Promise Land argues that its operating agreement is permissible, but provides absolutely no FCC precedent to back up its hope that the Commission will ignore the word “any” in Section 73.860(e) of the Rules.³⁴

37. In its Opposition at 7, Promise Land also argues that “the fact that WPVC-LP accepts some underwriting from Experience Media hardly creates a prohibited Management Agreement or Joint Sales Agreement.”³⁵ Tidewater is not alleging the existence of a management agreement. Promise Land has an agreement with the other Renewal Applicants to sell advertising and share the revenues generated by Experience Media Sales. This is a second prohibited operating agreement.

38. In its Opposition at 9, Promise Land claims that the announcements it broadcasts on behalf of its underwriters are “consistent with the identification-only purpose of the underwriting rules.” But this is untrue. As set forth at Attachment 7 to the Petition,³⁶ the announcements are clearly commercial in nature and, among other things: (a) invite diners to Pearl Island restaurant; and (b) urge listeners to call Edgecomb’s Auto (“You can call us at two nine five fifteen seventy to schedule an appointment or schedule on line at edgecombs dot com.”). The announcements tell listeners that the new Hyundai Palisade is “Available for a look right now at Jim Price Hyundai dot com or for a test drive at Price Hyundai on twenty-nine

³⁴ See <https://www.merriam-webster.com/dictionary/any?src=search-dict-box>.

³⁵ But see the directly *contra* argument of Genesis *supra*, admitting in its Opposition at 7, that the “Experience Media Sales agreement is a type of Joint Sales Agreement and the Commission has long ago decided that such agreements do not trigger management and control issues.”

³⁶ See Attachment 5.

north.” The announcements boldly violate the Commission’s non-commercial educational acknowledgement guidelines.³⁷

V. AIR MIX VIRGINIA

39. Exhibit 1 to the Air Mix Opposition is a partial copy of the Coop Agreement.³⁸ Air Mix and Promise Land filed apparently incomplete copies of the operating agreement, but the other Renewal Applicants did not file copies at all. But, Air Mix and Promise Land apparently did not produce full copies of the Coop Agreement. Both Exhibit 1 to the Air Mix Opposition and Attachment A to the Promise Land Opposition are missing a portion of Section 2.1 and all of Sections 2.2 through 2.9. This is clear from examination of both documents. Section 2.1, governing “Membership, Control & Compensation” ends with an incomplete sentence: “There shall be two classes of membership designated as “Class 1 Members” and defined as those sharing physical facilities in and possessing Broadcast Licenses, Constuction Permits , [sic] or Applications at Charlottesville, Virginia, and “Class 2 Members,” defined as all others sharing in the mission” [The paragraph ends here without a period and resumes at Section 2.10.] This appears to be a deliberate attempt to conceal the missing page or pages. Class 2 Members are not defined. Although “Compensation” is referenced in Section 2.1, the fragment of the agreement filed with the Air Mix Opposition and the Promise Land Opposition states only

³⁷ However, unlike the other four LPFM licensees, it appears that Promise Land has broadcast programs that address the needs of the Charlottesville community. In light of this, Tidewater withdraws its allegation (*see* Petition at 13), that PLC failed to perform as promised and made material misrepresentations in its application as to the educational purpose for which it would use the LPFM station.

³⁸ It is suspicious that both Air Mix and Promise Land submitted a copy of the precise same Coop Agreement with the missing provisions. This raises an additional question as to whether the Renewal Applicants are colluding, not only in their operations, but also in their response to Tidewater’s Petition.

that “Class 2 Members will participate with an agreed upon annual fee, or percentage of gross contracts in which they participate.”

40. The Commission should order the LPFM Applicants to produce a copy of the full Coop Agreement to determine the identity of Class 2 Members and whether the Class 2 Members have prohibited undisclosed ownership interests in the Virginia Radio Coop, LLC, and by extension, the LPFM Applicants.

41. As indicated above, Air Mix also argues that 47 C.F.R. § 73.860(e) which prohibits LPFM stations from entering into operating agreements] is obviously intended to pertain only to the kind of agreement where one station is furnishing a substantial portion of the management and/or programming for another station, such as in a ‘time brokerage’ or ‘management agreement.’ But Air Mix does not provide any citation or explanation as to how it arrived at this conclusion. Indeed, the opposite is true: Section 73.860(e) of the Rules prohibits LPFM stations from entering into “an operating agreement of any type....” Accordingly, Air Mix’s arguments hold no water.

42. In addition, the Commission should order Air Mix to produce a copy of its agreement with Experience Media, in order to determine the extent to which other undisclosed parties may have a financial interest in the LPFM Stations.

VI. GATEWAY MEDIA, INC.

43. On October 25, 2019, Gateway filed a statement with the Commission dismissing its application for renewal of license. As a result, the violations noted concerning WKMZ-LP are moot.

VII. UNRESOLVED QUESTIONS NECESSITATING A HEARING

44. After reviewing the Oppositions, a number of serious questions remain. These questions must be resolved in an evidentiary hearing pursuant to Section 309(e) of the Act because substantial and material questions of fact have been presented and the Commission will be unable to determine on the record whether the public interest, convenience, and necessity will be served by the granting of the Applications.³⁹ The issues to be designated should include:

- A. To determine whether the Virginia Limited Liability Operating Agreement for Virginia Radio Coop, LLC, to which Blue Ridge Media, Air Mix Virginia, Promise Land Communications, Genesis Communications, Inc., and/or Gateway Media, Inc., (“Renewal Applicants”) are parties to an operating agreement prohibited by Title 47 C.F.R. §73.860(e);
- B. In light of the evidence adduced under Issue (A) above, to determine whether the Renewal Applicants violated Title 47 C.F.R. §73.860(e);
- C. To determine whether the Renewal Applicants are parties to an oral or written agreement with Experience Media Sales, LLC (“Experience Media”);
- D. In light of the evidence adduced under Issue (C) above, to determine whether the Renewal Applicants’ relationship with Experience Media is an operating agreement prohibited by Title 47 C.F.R. §73.860(e);
- E. In light of the evidence adduced under Issue (D) above, to determine whether the Renewal Applicants violated Title 47 C.F.R. §73.860(e);
- F. To determine whether the Renewal Applicants, or any one of them, have broadcast commercial announcements on the low power FM radio stations of which they are licensees;
- G. In light of the evidence adduced under Issue (F) above, to determine whether the Renewal Applicants violated Section 399b of the Communications Act of 1934, as

³⁹ Section 309(e) provides in pertinent part: “If, in the case of any application to which subsection (a) of this section applies, a substantial and material question of fact is presented or the Commission for any reason is unable to make the finding specified in such subsection, it shall formally designate the application for hearing....”

amended, and/or Title 47 CFR §73.503;

- H. To determine whether the Renewal Applicants made false certifications in their applications for renewal of the licenses of the low power FM radio stations of which they are licensees;
- I. To determine whether Michael C. Friend made material misrepresentations in the “Declaration of Michael C. Friend” dated January 29, 2014, supporting Blue Ridge’s January 29, 2014, “Opposition to Informal Objection” for any purpose, including an attempt to mislead the Commission as to the independence of the Renewal Applicants; and
- J. In light of the evidence adduced under the preceding issues, whether the applications for renewal of license filed by the Renewal Applications should be granted.

45. An evidentiary hearing is necessary to illuminate the many missing elements of the relationship of the Renewal Applicants created by the Coop Agreement and the Experience Media relationship. For example, discovery would require the Renewal Applicants to produce a full copy of the Coop Agreement and to produce a copy of any written understanding regarding the Joint Sales Agreement they have with Experience Media. The Renewal Applicants would be required to produce unredacted copies of the agreement they have to lease space on the antenna structure that supports their antenna. They would be required to produce unredacted copies of all underlying documents relating to their ownership of the equipment used to produce and broadcast their signals. They would be required to disclose how the revenue from the sale of commercial announcements is distributed and whether parties other than the Renewal Applicants are receiving compensation as a result of the sale of commercial announcements on the LPFM Stations. All these and more questions exist that have not been resolved by the Oppositions.

46. In its Petition, Tidewater showed that some of the Renewal Applicants made material misrepresentations in their applications for construction permit and their applications for

license as to the purpose for which they would use the LPFM stations. In past cases involving violation of Section 399B and section 73.503 of the Rules, the Commission has assessed forfeitures up to \$10,000.⁴⁰ However, a forfeiture is not warranted here. The Commission should deny the Applications, order these stations off the air, and their equipment dismantled.

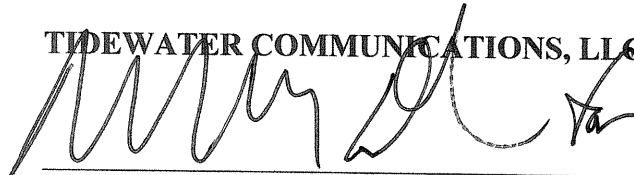
VIII. CONCLUSION

In light of the foregoing, Tidewater respectfully repeats its request that the Commission designate the surviving captioned Renewal Applications for evidentiary hearing pursuant to Section 308 of the Act, and upon its conclusion, deny or dismiss the Applications.

Respectfully submitted,

TIDEWATER COMMUNICATIONS, LLC

By:



Gary S. Smithwick
Its Attorney

SMITHWICK & BELENDIUK, P.C.

5028 Wisconsin Avenue, N.W.

Suite 301

Washington, DC 20016

202-363-4560

November 14, 2019

⁴⁰ See, e.g., *Minority Television Project, Inc. (KMTP-TV)*, 18 FCC Rcd 26611, application for review pending; *Window to the World Communications, Inc.*, 15 FCC Rcd 10025 (2000).

ATTACHMENT 1

COPY OF VIRGINIA LIMITED LIABILITY COMPANY
OPERATING AGREEMENT FOR VIRGINIA RADIO COOP, LLC

Virginia Limited Liability Company Operating Agreement for Virginia Radio Coop, LLC

This Limited Liability Company Agreement is entered into on _____, by the undersigned, referred to hereafter as "initial members" of various classes. Others may be added by a vote of the initial or current members, as specified in Article 2, Sec 4 below.

As of the above date, the members have formed The Virginia Radio Cooperative, LLC ("the company"), named above, under the laws of the Commonwealth of Virginia. Accordingly, and in consideration of the conditions contained herein, they agree as follows:

Article I Company formation and Purpose; Registered Agent

The members hereby form a Limited Liability Company ("the company") subject to the provisions of the Limited Liability Act as currently in effect as of this date.

1.1 The purpose of the Company is to represent the interests of member non-profit radio stations in Virginia providing cultural, informational, and entertainment Programming by and for unserved and underserved audiences, and to offer individuals in those communities opportunities to create programs and learn professional broadcasting. To this end, the company will provide an entity for which members of various classes (to be described) may enter into mutually beneficial arrangements for common support.

1.2 The name of the Company shall be The Virginia Radio Coalition, d/b/a Virginia Radio Co-op. The initial register office shall be at _____. The members may decide on a subsequent office location.

Article II: Membership, Control, & Compensation

2.1 There shall be two classes of membership designated as "Class 1 Members," defined as those sharing physical facilities in and possessing Broadcast Licenses, Construction Permits, or Applications at Charlottesville, Virginia, and "Class 2 Members," defined as all others sharing in the mission

- 2.10 The Class I members agree to the sharing of a common transmitter site, sharing equally in the costs of rent, utilities, and common area maintenance. In the initial phase, this sharing of costs will include that for acquisition of common equipment needed for transmission, including equipment shelter, and expenses related to locating on the tower.
- 2.11 All members retain the ability to set their own rates and allowable discounts for commercial underwriting. Members may enter in to agreements with one or more external entities for the purposes of marketing or promoting the stations.
- 2.12 The members agree to share expenses related to the production of materials, administration, and personnel at the Coop level. Class 1 members will share equally in these expenses; Class 2 members will participate with an agreed upon annual fee, or percentage of gross contracts in which they participate.
- 2.13 Nothing in this Operating Agreement shall supersede or violate any FCC, IRS, or federal, state, or local statute, rule, or regulation pertaining to the separate and distinct business and operational integrity of its members.

Article III Terms and Dissolution

- 3.1 The Company shall continue for an indefinite period of time, unless dissolved by its members in a unanimous vote.
- 3.2 Any dissolution of the company will be under the laws of the Commonwealth of Virginia and the United States of America.

Article IV Business Purpose

- 4.1 The purpose of the company is help support & maintain local and area non-profit radio stations .

Article V: Principle Place of Business

- 5.1 The initial place of business shall be 100-B Westerly Avenue, Charlottesville,

VA 22903. Subsequent places of business, suitable, for the purpose, will be decided by the members.

Article 6: Admission of Additional Members

6.1 No additional members may be added without prior consent by a simple majority of its initial or current members.

5.2 In the event of the departure or demise of a member, controlling interest percentages will devolve to remaining members until or if such time a new member is approved by a simple majority of the Class I and II members.

Article VI: Records

6.1 The membership shall keep at its Principle Place of Business the following:

- a- A copy of the Certificate of Formation from the state issuing agency
- b- The Operating Agreement, and all subsequent amendments
- c- Copies of the company's state, federal, or local tax returns, if any
- d- Records pertinent to the business and operation of the company

Article 7: Duty of Loyalty

7.1 Any member representative with on-air, sales, or management may not compete with the company, or an affiliate represented by the company, for 6 months after leaving the company, or an affiliate, unless granted permission by the Manager.

Article 8: Authority to Bind

8.1 The current manager will be empowered to sign all contracts and documents pursuant to the operation of the company, after the consent of a simple majority of affected members.

8.2 The cuurent manager will designate one other member to co-sign any document requiring a second signature.

8.3 Class II members are in no way bound by any agreement signed by the LLC in which those members are not involved.

Article 9: Meetings

9.1 The current Manager shall be entitled to call meetings as needed. The membership is permitted to conduct official business via secure electronic means whenever possible.

Amendments

10.1 The membership may amend the Operating Agreement with respect to Class I members with a majority among those members.

10.2 The membership may amend the Operating Agreement with respect to all members with the minimum super-majority among those members.

Signed & Agreed to this date:

Joseph Muth 7/20/15

SSA Muth 7/25/15

Joe Bell 7/20/15

Am Lm 7/20/15

ATTACHMENT 2

COPY OF EXPERIENCE MEDIA SALES, LLC
RATE CARD AND PROMOTIONAL LITERATURE



WXRK "Rock Hits 92.3" (Alt/Active Rock)
\$5.50-\$9.50 \$12.50

WVAI "101 Jamz" (Hip-Hop & R&B)
\$6.00-\$10.00-\$14.50

WREN "Real Oldies 97.9"
\$5.00-\$7.50 \$10.00

WPVC Progressive Talk 94.7*
\$4.00-\$7.00-\$12.00

* 9A-7P Mon-Fri; replayed 9P-6A

*Hispanic Pop 7-9PM M-F; N-6 Sat/Sun

*EDM (Electronic Dance Music); 9P-7A Fri-Sun

Class AAA: 6-10A&3-7P Mon-Fri Class AA: 10-3P Sun-Sat Class A: 7P-12M/Wknd, except 10-3

WPVC only: Class AAA: 8A-3P & 6-7P Class AA: 6A-9A/3P-6P Class A: all other times

Note: All spots 9A-6P are repeated at no additional cost 9P-6A.

Negotiable discounts for quantity/1year+ contracts.

Complimentary evening-wkend-o/nights with other purchases

Web placement: Negotiable on request.

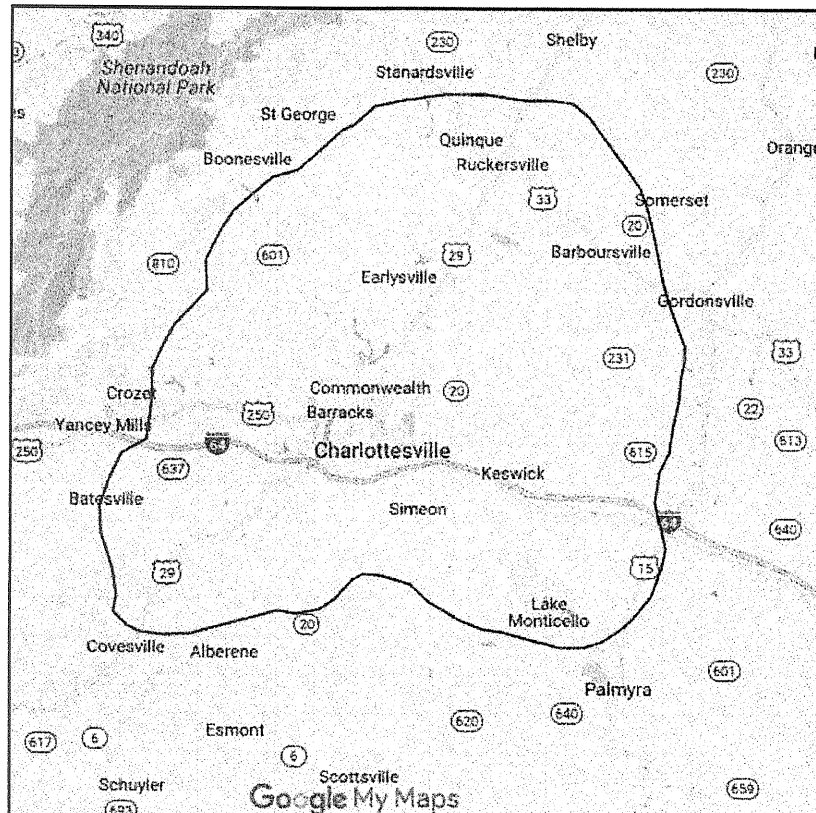
Promotions welcome; in-kind acceptable for non-profit fundraising purposes up to 50% value.

Stations represented are 501(c)(3) non-profits.



Signal Coverage

Our stations are all broadcast from the 250-foot monopole beside the Fashion Square Mall. With a transmitter output power of 108 watts and a height of over 830 feet above sea level, our signals reaches almost ANY radio in Charlottesville and nearby populated areas of Albemarle County loud and clear. Excellent car reception is also possible into parts of Greene and Fluvanna counties.



This is approximately 50 dBu, or better for all stations. This level of signal is adequate for reception on car stereos, home receivers with indoor antenna, and all but the worst 'boom boxes' or 'mini-component systems.' Outdoor antennae, quality receivers, and favorable terrain can extend this by as much as ten miles. No antenna, a poor receiver (a Cell-FM receiver, \$5 hotel clock radio, etc.) or terrain features can cause signal failure almost anywhere.



Is Non-Commercial Radio Viable for Advertising?

The short answer to this question is "yes!" Most of non-commercial radio's commercial supporters are involved for broader advertising value than that which is normally associated with a similar investment in spots on a commercial station. Depending on your objectives, the results from exposure on public radio can be as or more effective per ad-dollar spent.

In order to keep "non-commercial" radio free from commercials, which is important to Big Broadcasting's lobbyists, the FCC has established legal guidelines for the presentation of messages done for consideration.

- **qualitative language is not permitted: "delicious," "wonderful," etc.**
- **comparative language is not permitted: "cheapest," "best"**
- **calls to action are not permitted**

Illegal:

"Come to Giuseppe's at 100 Main Street this evening for the most delicious Italian food in Central Virginia."

Legal:

"This hour of modern rock on WXRK is brought to you by Giuseppe's, 100 Main Street in Charlottesville, serving Sicilian cuisine nightly until midnight."

All of the following are legal on public radio:

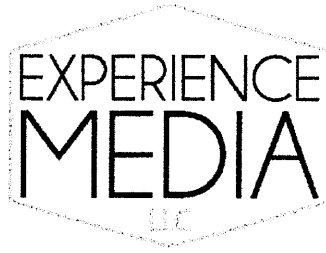
- **location of the business, including areas served, along with time, days of operation**
- **a "reasonable" number of product/service specific, as well as years in business**
- **product origin ("made in the Valley") and product content ("all organic")**
- **delivery method ("take-out") and slogans, if they meet other criteria**

If you have traveled in Europe, these rules may seem vaguely familiar. That is because these restrictions apply to ordinary commercial radio in many countries (e.g. Germany).

Some public stations discourage the use of pre-recorded or "produced" spots. We do not as these are perfectly permissible if they meet other criteria. Some underwriters desire this as opposed to "live copy" for quality control, as live copy can sometimes be uneven in its presentation.

As you can see, there is substantial advertising value in non-commercial radio. The restrictions have only served to enhance its "advertising" effectiveness for the caliber of listener who has migrated away from boring, repetitive, commercial radio. While commercial radio sales are flat to slightly up recently, non-commercial radio has seen healthy increases as their promotional prowess becomes recognized.

Let us put the power of our stations to work for your business today!



Do you need to pay attention to Non-Commercial Radio?

In some markets, if you can live without the NPR audience, the answer is often yes...

Charlottesville is not one of them however....

While there are non-commercial stations with silly formats, or no identifiable format at all, you will not reach listeners of the following formats in our area without non-commercial radio:

- current (last 20 years) Alternative/Active Rock
- Urban Contemporary (Rap, Hip-Hop, and R&B)
- Hispanic (Mexican/Tropical)
- Progressive Talk
- Real Oldies (Beatles, Stones, Beach Boys, Motown)

Talk to an Experience Representative about connecting you with any/all of these audiences for less than you think!



CHARLOTTESVILLE'S



#1 FOR HIP-HOP AND R&B





Advertising Is an Investment in Top-of-Mind Awareness

Even if you choose not to advertise with us, please read this. It could save you big money. There are squads of ad sales folks on the streets these days....enough to be able to work with very low retention rates... the kind you expect when promising the moon.

Different kinds of new and traditional advertising can work together to provide the results you want. Despite the promises, radio works best at providing **awareness** of your product or business. Research shows it is poor at conveying details (and is only part of the cost if you're giving away the store to build traffic).

Automotive is the category that uses radio and TV the most, but sells a product that is among the least frequently purchased. Do these companies just waste money? Of course not. **They know what the banner at the top of this page says.** When someone is ready to purchase after 7-10 years, the manufacturers and dealers want you their product and its image **up front in your mind.**

Whatever your business, potential customers probably know of 5-6 places to obtain your product or service. The more times, via radio, TV, signage –whatever—your business name is in front of potential customers, the better the long-term result. This value can be over-estimated, but more often, it is under-valued, because it's not "sexy."

Before you interact with a customer, they may have seen your road-sign 80 times, seen 100 TV ads, heard 50 radio spots, and received a friend's recommendation. Maybe that got them to your website or Facebook page, and then in the door. F.W. Woolworth famously said that he knew that half of his advertising was wasted, but he didn't know which half. Less famous is his reasoning for continuing all of it: The resources to determine which half was which would have zero advertising value, even if the determination was totally accurate. Ad agencies have been pushing the quest for the holy grail of "absolute targeting" for years. As usual it's not the data that's problematic, but the way it's used....

So....the bottom line, here at the bottom of the page: Think about the value you attach to awareness, image, and straightforward product/service description. Use radio for that. Use print, social, TV – whatever- for what any one of them is best for...

ATTACHMENT 3

COPY OF AUDIO DIVISION LETTER
INFORMAL OBJECTIONS
AND
OPPOSITION TO INFORMAL OBJECTIONS

EXHIBIT A

AUDIO DIVISION LETTER
DATED JANUARY 6, 2015



**Federal Communications Commission
Washington, D.C. 20554**

January 6, 2015

In Reply Refer To:
1800B3-ATS

Harry C. Martin, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street, 11th Floor
Arlington, VA 22209

Ms. Hannah Patrick
6 University Circle, Apt. 3
Charlottesville, VA 22904

Mr. D.R. Tyler Magill
710 Anderson Street
Charlottesville, VA 22903

In re: Blue Ridge Free Media
New LPFM, Charlottesville, Virginia
Facility ID Number: 192547
File Number: BNPL-20131113AXE

Informal Objections

Dear Counsel, Ms. Patrick, and Mr. Magill:

We have before us: 1) the application of Blue Ridge Free Media ("Blue Ridge") for a new LPFM station at Charlottesville, Virginia ("Blue Ridge Application"); 2) the Informal Objection filed by Hannah Patrick ("Patrick") against the Blue Ridge Application ("Patrick Objection"); and 3) the Informal Objection filed by D.R. Tyler Magill against the Blue Ridge Application ("Magill Objection").¹ For the reasons set forth below, we grant the Patrick Objection, deny the Magill Objection and dismiss the Blue Ridge Application.

Background. Blue Ridge filed the Blue Ridge Application during the October 2013 LPFM filing window. The Bureau determined that the Blue Ridge Application and the application of Rectors & Visitors of the University of VA ("UVA")² were mutually exclusive and identified them as MX Group 385.³ The Application identifies Michael C. Friend as a board member and President of the organization.⁴ The Blue Ridge Application explains that Blue Ridge originally existed as a limited liability corporation ("Blue Ridge LLC") and incorporated as a nonprofit corporation in early 2012.⁵

The Magill Objection alleges Friend "is attempting to squat on multiple LPFM frequencies" and states that he harbors "personal animosity" towards Station WTJU(FM), Charlottesville, Virginia, which

¹ The Patrick Objection was filed in December 11, 2013, and the Magill Objection was filed on December 18, 2013. Blue Ridge filed an Opposition to both objections on January 29, 2014. No replies were filed.

² File No. BNPL- 20131113BJE.

³ *Media Bureau Identifies Mutually Exclusive Applications Filed in the LPFM Window and Announces 60-Day Settlement Period; CDBS Is Now Accepting Form 318 Amendments*, Public Notice, 28 FCC Rcd 16713 (MB 2013).

⁴ Blue Ridge Application at Section II, Question 3.a. The other board members and officers identified are: David Dillenhunt, Kimberly S. Lo, John Pinter, and Jeremy Johnson.

⁵ *Id.* at Exhibit 10.

is licensed to UVA.⁶ Magill further states that Friend has previously been employed by STU-COMM, a commercial licensee of various stations in the area, and explains that Friend was dismissed by that company.⁷ Magill finally argues that Friend's actions show a "long-standing pattern of fraud and deceit."⁸

The Patrick Objection argues that the Blue Ridge Application and three other applications for new LPFM stations in the central Virginia area are "suspiciously similar to one another" and suggests that the four applicants colluded in filing their applications.⁹ Patrick also states that Catherine Patterson, the President of Big Deal, was a founding member of Blue Ridge LLC.¹⁰

The Opposition first argues that the both objection are procedurally defective because: 1) they are not supported by declarations; 2) Patrick and Magill did not sign their respective objections, and 3) they are untimely since "petitions against a [MX] LPFM application are to be filed 30 days after a tentative selectee in the MX group is named in a public notice. No such public notice has been issued."¹¹ The Opposition further argues that the Magill Petition does not raise allegations relevant to Blue Ridge's qualifications, and that Friend served as a consultant to those applicants identified by Patrick, but does not have any financial interests in the applicants.¹²

On September 5, 2014, the Bureau identified the Blue Ridge Application as the tentative selectees of MX Group 385 and afforded all mutually exclusive applicants 90-day periods in which to file major change amendments in order to resolve their mutual exclusivities.¹³ During this time, UVA filed a major amendment which resolved the mutual exclusivity between its application and the Blue Ridge Application.

Discussion. Initially, we find that both objections were timely filed because an informal objection may be filed at any point prior to the grant of an application.¹⁴ Additionally, there is no requirement that informal objections be supported by declarations as Blue Ridge states. Finally, both

⁶ Magill Objection at 1.

⁷ *Id.*

⁸ *Id.*

⁹ Patrick Objection at 1-2. The applications cited by Patrick were filed by Gateway Media (File No. BNPL-20131114ACU), Genesis Communications (File No. BNPL-20131113BUP); and Big Deal Productions ("Big Deal") (File No. BNPL-20131112CCY) ("Big Deal Application"). All these applications have been granted.

¹⁰ *Id.* at 2. The Big Deal Application identified Patterson as one of its board members. See Big Deal Application at Section II, Question 3.a. Patrick also alleges that Blue Ridge is not eligible for localism points because it has not existed for more than two years, and argues that Blue Ridge LLC and Blue Ridge are not in fact different entities. Because the Blue Ridge Application is now a singleton, this argument is moot.

¹¹ Opposition at 1. Blue Ridge characterizes the Patrick Objection as "untimely, speculative, and otherwise incompetent". Blue Ridge further states that the "incompetence of the [Patrick Objection] is an embarrassment to UVA". *Id.* at 2.

¹² *Id.* at 2-3. The Opposition includes a Declaration of Michael C. Friend in which he states that he acted as a consultant to the applicants listed in the Patrick Objection.

¹³ *Commission Identifies Tentative Selectees in 11 Groups of Mutually Exclusive Applications Filed in the LPFM Window; Announces a 30-Day Petition to Deny Period and a 90-Day Period to File Voluntary Time-Share Proposals and Major Change Amendments*, Public Notice, 29 FCC Rcd 10847 (2014) ("September Public Notice").

¹⁴ See 47 C.F.R. § 73.3587.

objections were electronically filed, and thus Magill's and Patrick's certifications are electronically signed.¹⁵

We next find that the Magill Objection does not demonstrate that Blue Ridge violated any Commission Rules or that Blue Ridge lacks the character qualifications to hold an LPFM license. The Magill Objection merely airs Magill's personal grievances regarding Friend and provides no support for its vague allegations. We will thus deny the Magill Objection.

We also find that the Patrick Objection has not demonstrated that Blue Ridge colluded with the other applicants identified in the Patrick Objection. We have previously noted that it is common for applicants to share an engineer and to have similar programming.¹⁶ Likewise, there is no rule prohibiting applicants from utilizing a common consultant to prepare their applications. However, a review of the website for the Commonwealth of Virginia State Corporation Commission indicates that as of the filing of Blue Ridge's 2013 Annual Report on February 26, 2013, Patterson was a member of Blue Ridge's board of directors and its Secretary.¹⁷ There is no subsequent filing indicating that Patterson had resigned as a director and officer of Blue Ridge as of the time of the filing of the Blue Ridge Application, nor does the Blue Ridge Application or the Opposition indicate that she had resigned her positions with the organization.

The Rules prohibit the filing of inconsistent applications.¹⁸ An application is inconsistent with another pending application when grant of both would result in a violation of the Commission's multiple ownership rules.¹⁹ Section 73.855(a) of the Rules prohibits a party from having an attributable interest in more than one LPFM station.²⁰ Here, Blue Ridge violated Section 73.855(a) because Patterson was a board member of two organizations that filed LPFM applications during the filing window – Blue Ridge and Big Deal. As the later-filed application, the Blue Ridge Application is subject to dismissal.²¹ Moreover, a violation of the inconsistent application rule cannot be cured through a post-hoc amendment.²² We will accordingly dismiss the Blue Ridge Application.

¹⁵ The complete electronic filing of the objections, available through the Commission's CDBS Public Access website (http://licensing.fcc.gov/prod/cdb/publicacc/prod/app_sear.htm), contain the following certification: "I hereby certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations."

¹⁶ *Eternal Word Television Network, Inc.*, Letter, 24 FCC Rcd 4691, 4692-93 (MB 2009).

¹⁷ See 2013 Annual Report, available at <https://sccefile.scc.virginia.gov/07478043/AnnualReport/213509965.pdf>.

¹⁸ 47 C.F.R. § 73.3518 ("While an application is pending and undecided, no subsequent inconsistent or conflicting application may be filed by or on behalf of or for the benefit of the same applicant, successor or assignee.").

¹⁹ See *Treasure Coast Media, Inc.*, Memorandum Opinion and Order, 7 FCC Rcd 5533 (1992).

²⁰ 47 C.F.R. § 73.855(a).

²¹ See *Media Bureau Announces Availability for the Revised FCC Form 318 and the Filing Procedures for October 15 – October 29, 2013 Low Power FM Filing Window*, Public Notice, 28 FCC Rcd 8854, 8856-57 (MB 2013) ("For applicants subject to the one application filing limit, a second application filed by such an applicant in this window would be treated as a 'conflicting' application subject to dismissal under Section 73.3518.").

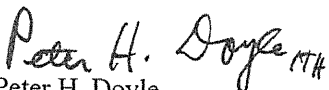
²² See *Big Wyoming Broadcasting Corp.*, Memorandum Opinion and Order, 2 FCC Rcd 3493 (1987) ("The graveman of the rule violation... was the filing of the inconsistent application itself and such a violation can never be cured by subsequent amendment because the act of filing cannot be undone.") (emphasis added). See also *Jersey Shore Broadcasting Corp. v. FCC*, 37 F. 3d 1531, 1537 (D.C. Cir. 1994) (applicant cannot cure a violation of the inconsistent application rule by amendment).

Conclusion. Accordingly, for the reasons set forth above, IT IS ORDERED, that the Informal Objection filed by D.R. Tyler Magill on December 18, 2013, IS DENIED.

IT IS FURTHER ORDERED, that the Informal Objection filed by Hanna Patrick on December 11, 2013, IS GRANTED.

IT IS FURTHER ORDERED, that the application of Blue Ridge Free Media (BNPL-20131113AXE) for a new LPFM station at Charlottesville, Virginia, IS DISMISSED.

Sincerely,


Peter H. Doyle
Chief, Audio Division
Media Bureau

cc: Blue Ridge Free Media

EXHIBIT B
MAGILL OBJECTION

To whom:

I believe that the applicant, Michael Friend of Blue Ridge Free Media, is attempting to squat on multiple LPFM frequencies for a number of reasons, not the least of which is his personal animosity towards another applicant for an LPFM frequency, WTJU. WTJU has a half-century long history of service towards the community, and is currently one of the stations the community turns to in event of an emergency. Mr. Friend's former radio station, WNRN, is a purely commercial statewide radio empire with repeaters that take the signal from Roanoke to Richmond. Mr. Friend has disliked WTJU since 1991 or so, when the station fired him as an engineer due to his many personal conflicts with staff and volunteers. He immediately thereafter started STU-COMM, the company that would create WNRN, and started reporting playlists to the CMJ, even though there was no radio station. This is how he acquired free product from any number of labels. He attempted to sue WTJU, the University of Virginia and many individuals (including myself) on frivolous pretenses, citing an ad in the UVA humor publication which made fun of him as proof of a vast conspiracy between UVA and WTJU to... well, that was never really made clear. A year ago, he was fired from WNRN for, once again, his personality conflicts with staff and volunteers. And once again, he has started a "non-profit", one which despite his claims to the contrary has to date done nothing for the community at large, to get back at those he feels has wronged him. Mr. Friend's actions are directed by commerce at best and malice at worst. His actions fit a long-standing pattern of fraud and deceit and he has no business claiming to wish to serve the community, especially when there is an actual non-profit already doing so, and seeking to expand its service.

Yours,

D.R.Tyler Magill

Alderman Library, University of Virginia

434-882-2825

EXHIBIT C

PATRICK OBJECTION

11 Dec 2013

To Whom It May Concern:

My name is Hannah Patrick, and I'm a third-year student at the University of Virginia. I am the Station Coordinator for a webstreaming radio station called "WTJX" at the University that is entirely student-staffed and student-managed. We began operations in September 2013 and count approximately 80 students among our current DJs. I am the listed contact for the LPFM application that was filed by the Rector & Visitors of the University of Virginia during the November 2013 filing window.

I am writing to file an Informal Objection against another applicant called "Blue Ridge Free Media." Their application file number is BNPL-20131113AXE. Blue Ridge Free Media's application is mutually exclusive with our own, but I base my Informal Objection on two arguments:

1. Blue Ridge Free Media should not get a point for "Established community presence."

Blue Ridge Free Media is an organization only on paper. It has undertaken no activities of any kind in the community except to file its LPFM license application and create the most minimal web page at <http://blueridgefreemedia.com/>. A Google search of "blue ridge free media" generates 158 results, but all of them are automated services that simply list the organization's incorporation status or FCC application information.

Moreover, Blue Ridge Free Media is claiming that it has existed for more than two years. That is not true. A 501c3 non-profit called Blue Ridge Free Media has existed since February 2012. Prior to that, an LLC called Blue Ridge Free Media was created in June 2011. But these are two different organizations. Three (of five) parties with an ownership stake in the LLC went on to become board members of the 501c3. But the two organizations did not have identical ownership or directorship.

In addition, in Article 1.2 of its LLC incorporation papers, "Blue Ridge Media, LLC" listed its registered office location as 6785 Rural Point Road, Mechanicsville, VA. That location is approximately 70 miles from Charlottesville, VA – and approximately 70 miles from their proposed transmitter site. It would be false to claim "community presence" in Charlottesville one's official office is in the Richmond suburbs.

2. Blue Ridge Free Media may be colluding with other LPFM applicants.

There are at least four LPFM applications in central Virginia that are suspiciously similar to one another:

- Blue Ridge Free Media: application file number BNPL-20131113AXE
- Gateway Media: application file number BNPL-20131114ACU
- Genesis Communications: application file number BNPL-20131113BUP
- Big Deal Productions: application file number BNPL-20131112CCY

Mike Friend, President of Blue Ridge Free Media, is known to be a good friend of Jon Hall, President of Gateway Media, and Sharon Hall, President of Genesis Communications. (Moreover, Jon Hall and Sharon Hall are married.) Mike Friend was the General Manager and Board member of WNRN-FM for many years, serving on that board with Jon Hall. In fact, Jon Hall is still on the Board of Directors of WNRN-FM.

In addition, the domain of Blue Ridge Free Media's website – <http://blueridgefreemedia.com/> -- is registered to the same Jon Hall. See the attached PDF called "BLUERIDGEFREEMEDIA.COM WHOIS domain registration information.pdf." This is a PDF print of a WHOIS lookup of that domain.

Meanwhile, Mike Friend of Blue Ridge Free Media also has close personal connections with at least two of the officers of Big Deal Productions, including its President (Catherine Patterson). Mike Friend is listed alongside Catherine Patterson and Ben Nuckols as the staff members who produce a syndicated interstitial radio program called "Take Two Movie Review" – see the attached PDF or <http://www.taketwomoviereview.com/about/>.

Moreover, Catherine Patterson, President of Big Deal Productions, was one of the five owners listed in Article 2.3 of the incorporation document of Blue Ridge Free Media, LLC, before it gained 501c3 status. That's the same organization that Blue Ridge Free Media claims establishes its "Community Presence."

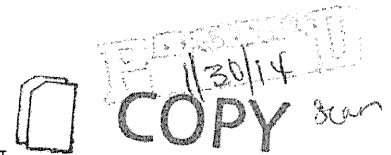
For these reasons, I object to Blue Ridge Free Media's application for an LPFM license in Charlottesville, VA. I appreciate your time on this matter.

Sincerely,
Hannah Patrick

EXHIBIT D

BLUE RIDGE
OPPOSITION TO INFORMAL OBJECTIONS

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



In re Application of
BLUE RIDGE FREE MEDIA
Charlottesville, Virginia

For Construction Permit for
a New LPFM Station

File No. BNPL-20131113AXE
Facility ID 192547

Accepted/Files

To: The Secretary
For delivery to: Chief, Audio Division, Media Bureau

JAN 29 2014

Federal Communications Commission
Office of the Secretary

OPPOSITION TO INFORMAL OBJECTIONS

Blue Ridge Free Media, applicant for a new LPFM station at Charlottesville, Virginia, through counsel, hereby opposes the informal objections filed against its captioned application on December 11, 2013, by Hannah Patrick ("Patrick"), and on December 18, 2013, by D.R. Tyler Magill ("Magill"). In response the following is shown:

Procedural Matters

Patrick's informal objection is untimely, speculative and otherwise incompetent in terms of discrediting Blue Ridge. Patrick did not serve a copy of her objection on Blue Ridge.¹ Nor did she verify her charges with a supporting declaration. She did not even sign the objection. Further, the objection is untimely. Section 73.870(d) provides that petitions against a mutually-exclusive LPFM application are to be filed 30 days after a tentative selectee in the MX group is named in a public notice. No such public notice has been issued.

Patrick identifies herself as a student at the University of Virginia ("UVA"), which institution filed the only LPFM application that is mutually-exclusive Blue Ridge's. Patrick says she is the contact person for UVA's competing application, File No. BNPL-20131113BJE. She

¹ While the rules do not require service of informal objections, it is customary to do so in order to permit a timely response by the party subject to the objection.

also is the signer of the application. These roles suggest that the contents of her pleading reflect UVA's position with respect to its competitor. If so, the incompetence of the objection is an embarrassment to UVA; if not, making it look like the pleading has the tacit blessing of UVA is a misrepresentation which undermines the credibility of Patrick's presentation.

Magill's informal objection is a gratuitous *ad hominem* attack on Michael Friend, the president and a director of Blue Ridge. Like Patrick's pleading, Magill's objection is unverified, unsigned, was not served and was untimely filed. Moreover, it presents nothing beyond irrelevant and libelous personal attacks. Because it does not present any information that is relevant to Blue Ridge's qualifications, it will not be responded to on the merits.

Blue Ridge is Entitled to "Localism" Credit

Based on Blue Ridge's having changed its corporate form from an LLC to a corporation, Patrick seeks to deprive Blue Ridge of its claimed comparative point for established local presence. Patrick would have been better served by examining Blue Ridge's claim for localism credit in Blue Ridge's application (Exhibit 10) instead of speculating based on state corporate records that do not, by themselves, address the localism issue. The attached declaration of Michael Friend, Blue Ridge's president, shows the following facts, all of which are reflected in Blue Ridge's application: (1) Blue Ridge was organized as a limited liability company on June 15, 2011, more than two years before the close of the LPFM filing window; (2) Blue Ridge was incorporated as a non-stock Virginia corporation on February 23, 2012, but as reflected in Exhibit 2 of Blue Ridge's application, there is continuity with respect to control vis-a-vis the former LLC; (3) the educational purpose of the LLC, as shown in the operating agreement attached to the application, did not change as a result of the change in corporate form; and (4) Blue Ridge's headquarters has been located within 20 miles of the proposed site, since at least

June 2011. Thus, in spite of Patrick's speculative claims, Blue Ridge is the same applicant today that it was in June 2011, and is entitled to localism credit.

"Collusion" Charges

Patrick makes speculative and unsupported charges that Blue Ridge or its president, Michael Friend, "colluded" with other LPFM window applicants and calls Blue Ridge's application "suspiciously similar" to those of other applicants, whose principals she identifies as friends or associates of Friend.

In his attached declaration Friend states that he provided consulting services to the three applicants (besides Blue Ridge) identified by Patrick as "colluding" with Friend—Gateway Communications, Genesis Communications and Big Deal Productions. But Friend disavows any financial interest in or other interests in these applicants. All three, Friend states, are independently organized, managed and financed and will continue to be:

Each applicant will finance, control, staff and operate its respective station on an independent basis pursuant to the decisions of its own board of directors.

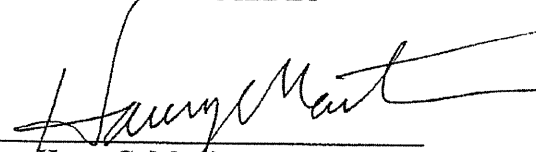
Thus, what may look "suspicious" to Patrick has no bearing on Blue Ridge's basic eligibility or comparative standing. Suspicion and speculation are insufficient to call an applicant's qualifications into question. Indeed, Patrick has no evidence to back up her suspicions, and does not even identify the FCC policy she suspects Blue Ridge violated. For these reasons alone her "collusion" charge should be rejected. Friend's declaration provides further support for such rejection by showing that his assistance to other applicants was based on his role as their consultant, not their partner. Such a consulting role violates no FCC rule or policy when the other applicants, as here, are independent entities.

WHEREFORE, the informal objections filed against Blue Ridge's application by Hannah Patrick and D. R. Tyler Magill should be dismissed or denied.

Respectfully submitted,

BLUE RIDGE FREE MEDIA

By:



Harry C. Martin
Its Attorney

Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, Virginia 22209

January 29, 2014

DECLARATION OF MICHAEL C. FRIEND

MY NAME IS MIKE FRIEND. I AM PRESIDENT OF BLUE RIDGE FREE MEDIA (BLUE RIDGE), APPLICANT FOR AN LPFM STATION AT CHARLOTTESVILLE, VIRGINIA, FCC FILE NO. BNPL-20131113AXE. THIS DECLARATION IS GIVEN IN SUPPORT OF BLUE RIDGE'S OPPOSITION TO THE INFORMAL OBJECTION FILED AGAINST OUR APPLICATION ON DECEMBER 11, 2013, BY HANNAH PATRICK (PATRICK), WHO IDENTIFIES HERSELF AS A STUDENT AT THE UNIVERSITY OF VIRGINIA (UVA), AND THE CONTACT PERSON FOR THE UVA APPLICATION WHICH IS MUTUALLY EXCLUSIVE WITH OURS.

INSTITUTIONAL CONTINUITY

WHILE BLUE RIDGE CHANGED LEGAL FORMS FROM A LIMITED LIABILITY COMPANY TO A CORPORATION ON FEBRUARY 23, 2012, THERE WAS NO BREAK IN THE CONTINUITY OF THE ORGANIZATION. IT WAS A CHANGE N FORM ONLY.

ATTACHED ARE THE FOLLOWING DOCUMENTS, BOTH OF WHICH ARE ATTACHED TO OUR LPFM APPLICATION AND REFERENCED IN OUR LOCALISM SHOWING: (1) BLUE RIDGE'S CERTIFICATE OF ORGANIZATION AS AN LLC ISSUED BY THE COMMONWEALTH OF VIRGINIA ON JUNE 15, 2011, OVER TWO YEARS BEFORE OUR APPLICATION WAS FILED WITH THE FCC; AND (2) BLUE RIDGE'S LLC OPERATING AGREEMENT SHOWING, ON PAGE 2, THAT THE LLC HAD FIVE OWNERS (MIKE FRIEND, CATHERINE PATTERSON, KIMBERLY LO, DAVID DILLEHEUNT AND JAY LOPEZ). SECTION 3 OF BNPL-20131113AXE LISTS THE FOLLOWING PERSONS AS DIRECTORS OF THE SUCCESSOR CORPORATION: MIKE FRIEND, DAVID DILLEHUNT, KIMBERLY LO, JOHN PINTER AND JEREMY JOHNSON. FRIEND, LO AND DILLEHUNT CONSTITUTE THREE OF THE FIVE MEMBERS OF THE LLC ORGANIZED ON JUNE 15, 2011. TOGETHER, THESE THREE PERSONS HAD CONTROL OF THE LLC AND CURRENTLY CONTROL THE SUCCESSOR CORPORATION. THUS, THERE HAS BEEN NO CHANGE IN CONTROL OF BLUE RIDGE SINCE IT WAS ORGANIZED IN JUNE, 2011.

BLUE RIDGE'S LLC OPERATING AGREEMENT STATED AS OF JUNE 15, 2011:

THE PURPOSE OF THE COMPANY WILL BE EDUCATIONAL: TO PROVIDE CULTURAL AND INFORMATIONAL RADIO PROGRAMMING BY AND FOR UNSERVED AND UNDERSERVED AUDIENCES, AND TO OFFER INDIVIDUALS N THOSE COMMUNITIES OPPORTUNITIES TO CREATE PROGRAMS AND LEARN PROFESSIONAL BROADCAST PRODUCTION TECHNIQUES. TO THIS END, THE COMPANY WILL BUILD AND OPERATE A LOW-POWER FM RADIO STATION TO SERVE THE CHARLOTTESVILLE, VIRGINIA AREA.

THE STATEMENT OF EDUCATIONAL PURPOSE INCLUDED IN BNPL-20131113AXE SHOWS THE SAME PURPOSE AS EXPRESSED IN THE LLC AGREEMENT:

BLUE RIDGE FREE MEDIA IS AN ORGANIZATION FORMED TO EDUCATE, AND TO BUILD AND STRENGTHEN COMMUNITY VALUES BY BRINGING UN- AND UNDER- REPRESENTED MUSIC, CULTURAL, SPORTS, AND OTHER PROGRAMMING TO THE AIR IN THE CHARLOTTESVILLE, VIRGINIA AREA. WITH ITS STAFF, WHICH INCLUDES PROFESSIONAL BROADCASTERS AND EDUCATORS, IT SEEKS TO PROVIDE VOLUNTEER, TRAINING, AND EMPLOYMENT OPPORTUNITIES ESPECIALLY, BUT NOT EXCLUSIVELY, FOR THE AREA'S LARGE AND DIVERSE STUDENT POPULATION.... THE LPFM STATION WILL BE A DIRECT COMMUNITY OUTLET AND TRAINING FACILTY TO SERVE THE EDUCATONAL GOALS ARTICULATED ABOVE.

THE CONSISTENCY THESE EXPRESSED GOALS, AND EVEN THE LANGUAGE EXPRESSING THEM, SHOW THAT BLUE RIDGE DID NOT ALTER ITS ASPIRATIONS FOR ITS LPFM STATION BY INCORPORATING THE FORMER LLC. BLUE RIDGE WILL BE DOING THE SAME THINGS UNDER THE SAME CONTROL, AND IN THE SAME COMMUNITY (CHARLOTTESVILLE) AS PLANNED WHEN BLUE RIDGE WAS ORGANIZED IN JUNE 2011.

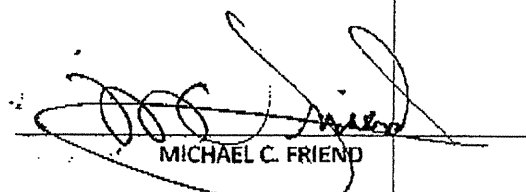
AS REFLECTED IN EXHIBIT 10 TO BLUE RIDGE'S APPLICATION, THE APPLICANT'S HEADQUARTERS HAS BEEN LOCATED WITHIN 20 MILES OF THE PROPOSED TRANSMITTER SITE SINCE BEFORE JUNE 2011.

RELATIONSHIP OF BLUE RIDGE TO OTHER APPLICANTS

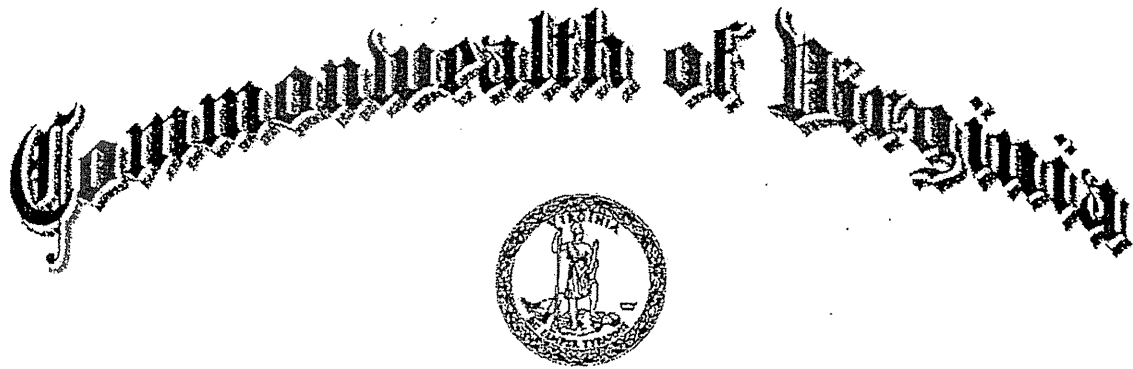
I HAVE WORKED IN RADIO IN THE CHARLOTTESVILLE AREA FOR MANY YEARS. DURING THE RECENT FILING WINDOW I ACTED AS A CONSULTANT TO LPFM APPLICANTS OTHER THAN BLUE RIDGE. THESE INCLUDED GATEWAY MEDIA, GENESIS COMMUNICATIONS AND BIG DEAL PRODUCTIONS. EACH OF THESE APPLICANTS IS SEPARATELY ORGANIZED UNDER THE LAWS OF VIRGINIA, HAS A SEPARATE BOARD OF DIRECTORS AND IS INDEPENDENTLY FINANCED. I AM NEITHER A BOARD MEMBER NOR AN OFFICER OF ANY OF THESE APPLICANTS. EACH APPLICANT WILL FINANCE, CONTROL, STAFF AND OPERATE ITS RESPECTIVE STATION ON AN INDEPENDENT BASIS PURSUANT TO THE DECISIONS OF ITS OWN BOARD OF DIRECTORS.

I DECLARE AND STATE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES THAT THE FOREGOING IS BASED ON MY PERSONAL KNOWLEDGE AND IS TRUE AND CORRECT.

SIGNED AND DATED THIS 29TH DAY OF JANUARY, 2014.



MICHAEL C. FRIEND



STATE CORPORATION COMMISSION

Richmond, June 15, 2011

This is to certify that the certificate of organization of

Blue Ridge Free Media, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: June 15, 2011



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

Virginia Limited Liability Company Operating Agreement for Blue Ridge Free Media, LLC

This non-profit Limited Liability Company Agreement is entered into on June 15, 2011 by the undersigned, referred to hereafter as "initial members." Others may be added by a vote of the initial or current members, as specified in Article 2, Sec 4 below.

As of the above date, the members have formed Blue Ridge Free Media, LLC, named above, under the laws of the Commonwealth of Virginia. Accordingly, and in consideration of the conditions contained herein, they agree as follows:

Article 1: Company Formation & Registered Agent

The members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Act as currently in effect as of this date. These Articles of Organization are on file with the State Corporation Commission.

- 1.1 The purpose of the company will be educational: to provide cultural and informational radio programming by and for unserved and underserved audiences, and to offer individuals in those communities opportunities to create programs and learn professional broadcast production techniques. To this end, the Company will build and operate a low-power FM radio station to serve the Charlottesville, Virginia area.
- 1.2 The name of the Company shall be Blue Ridge Free Media, LLC ("BRFM"). The office of the registered office shall be 6785 Rural Point Road, Mechanicsville, VA 23116. The members may decide on a subsequent registered office location.

Article 2: Membership, Control, & Compensation

- 2.1 There shall be two classes of membership designated as the (1) "majority member," defined as having a greater than 50% of controlling interest, and (2) "minority members," defined as having less than 50% controlling interest.
- 2.2 BRFM will be managed by the members. or their designates.

- 2.3 For the purposes of legal responsibility, the initial "ownership percentages" are as follows:
- Michael C. Friend 51%
 - Catherine Patterson 17%
 - Kimberly S. Lo 16%
 - David N. Dillehunt 16%
 - Jay A. Lopez 16%
- 2.4 The above is subject to change with additional members. Investment of a financial or laboring nature may or may not be required for membership as decided by the initial or current members.
- 2.5 The membership will be restricted the number between 4 and 7, and subject to residency requirements of the Federal Communications Commission or other regulatory agencies.
- 2.6 The majority member will be considered the manager and Designated Chief Operator of a subsequent broadcast facility.
- 2.7 Compensation of the majority member will be determined in accordance with good business practice and the rules of the IRS under Section 501(c)(3), including research into the compensation of similarly situated broadcast managers, and shall be subject to 58% majority approval.
- 2.8 Compensation of other members or employees shall be decided by the majority member, in accordance with the rules of the IRS under Section 501(c)(3).

Article 3 Term & Dissolution

- 3.1 The company shall continue for an indefinite period of time, unless dissolved by the members.
- 3.2 Any event causing the dissolution of the company will be under the law of the Commonwealth of Virginia and The United States of America and especially in accordance with the requirements specified

by the Internal Revenue Service for 501(c)(3) non-profit organizations.

Article 4 Business Purpose

- 4.1 The purpose of the company is to provide educational radio programming, pending successful application for a low-power FM broadcast license, and to engage in any lawful act or activity for which a Limited Liability Company may be formed in the Commonwealth of Virginia.

Article 5 Principle Place of Business

- 5.1 The initial place of business shall be 100-B Westerley Avenue, Charlottesville, VA 22903. Subsequent places of business suitable for the "purpose" shall be decided by the members.

Article 6 Admission of Additional Members

- 6.1 No additional members may be added without prior 58% (min.) consent of the initial or current members.
- 6.2 In the event of the exit or demise of a minority member, controlling interest percentages will devolve to remaining minority members until such time as a new member can be approved by 58% of the total membership. The members shall decide on an additional member within 180 days.
- 6.3 In the event of the exit or demise of the majority member, the minority members shall be empowered to choose another minority member, or select a new majority member by a unanimous vote within 90 days.

Article 7 Records

- 7.1 The membership shall keep at its Principle Place of Business:
- a- A copy of the Certificate of Formation from the issuing agency of the Commonwealth of Virginia
 - b- The Operating Agreement, and all subsequent amendments
 - c- The Company's Non-Profit Tax Exempt letter
 - d- copies of the company's state, federal, or local tax returns

e- copies of the financial statements for the most recent 3 years

Article 8 Duty of Loyalty

8.1 Any member with on-air or sales responsibility may not compete with the LLC for 6 months after leaving the LLC, unless granted permission by a minimum of 58% of the membership.

Article 9 Authority to Bind

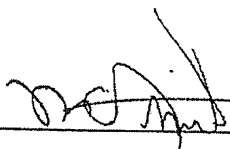
- 9.1 The majority member will be empowered to sign all contracts and government documents pursuant to operate the LLC.
- 9.2 The majority member will designate one minority member to sign bank co-sign documents.
- 9.3 After broadcast operations begin, the members will designate an amount over which a supermajority will be needed before expenditure

Article 10 Meetings

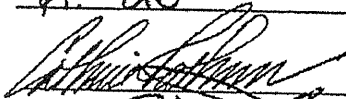
10.1 The majority member shall be entitled to call meetings as needed. The membership shall be entitled to conduct business via secure electronic means whenever possible.

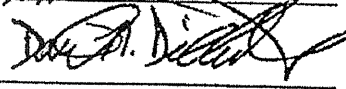
Article 11 Amendments

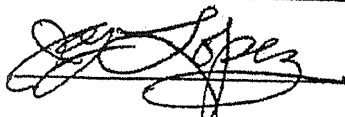
11.1 The membership may amend this Operating Agreement with a greater than 75% super-majority.

Signed & Agreed this date:  (Managing member) 6/21/11

H. To (Member) 6-24-11

 (Member) 6-24-11

 (Member) 7-2-11

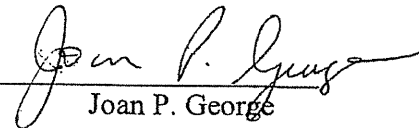
 (Member) 8/21/11

CERTIFICATE OF SERVICE

I, Joan P. George, certify that a copy of the attached *Opposition to Informal Objections* was sent on this 29th day of January, 2014, via USPS first class, postage pre-paid to the following:

Hannah Patrick
c/o WTJU-FM
P. O. Box 400811
Charlottesville, VA 22904-4811

D. R. Tyler Magill
Alderman Library
University of Virginia
Charlottesville, VA 22904


Joan P. George

ATTACHMENT 4

COPY OF BIA KELSEY
CHARLOTTESVILLE FCC MARKET DEFINITION



FCC Geographic Market Definition for Charlottesville, VA

Call Letters	AM/FM	Freq	Type	Station	Format	Home Market	Market			City & State of License	County of License
							Designn	Home Mkt	Owner		
							Date	Rank			
WCHV	AM	1260	C	News/Talk		Charlottesville, VA	07/13/2015	207	Reed, George	Charlottesville, VA	Charlottesville (City)
WCHV	FM	107.5	C	News/Talk		Charlottesville, VA	07/13/2015	207	Reed, George	Charlottesville, VA	Charlottesville (City)
WCNR	FM	106.1	C	AAA		Charlottesville, VA	07/13/2015	207	Saga Communications Inc	Keswick, VA	Albemarle
WCYK	FM	99.7	C	Country		Charlottesville, VA	07/13/2015	207	Reed, George	Staunton, VA	Staunton City
WHITE	FM	101.9	C	CHR		Charlottesville, VA	07/13/2015	207	Reed, George	Ruckersville, VA	Greene
WINA	AM	1070	C	Nws/Tlk/Spt		Charlottesville, VA	07/13/2015	207	Saga Communications Inc	Charlottesville, VA	Charlottesville (City)
WKAV	AM	1400	C	Country		Charlottesville, VA	07/13/2015	207	Reed, George	Charlottesville, VA	Charlottesville (City)
WKTR	AM	840	C	Christian		Charlottesville, VA	07/13/2015	207	Calvary Chapel of Twin Falls Inc	Earlysville, VA	Albemarle
WMRY	FM	103.5	NC	NPR/Nws/Tr		Charlottesville, VA	07/13/2015	207	James Madison Univ Bd of Vistors	Crozet, VA	Albemarle
WNRN	FM	91.9	NC	AAA		Charlottesville, VA	07/13/2015	207	Stu-Comm Inc	Charlottesville, VA	Charlottesville (City)
WQMZ	FM	95.1	C	Lite Rock		Charlottesville, VA	07/13/2015	207	Saga Communications Inc	Charlottesville, VA	Charlottesville (City)
WTJU	FM	91.1	NC	Variety		Charlottesville, VA	07/13/2015	207	University of Virginia Rector & Visitors	Charlottesville, VA	Charlottesville (City)
WUVA	FM	92.7	C	Country		Charlottesville, VA	07/13/2015	207	WUVA Inc	Charlottesville, VA	Charlottesville (City)
WWAX	AM	1450	C	Sports		Charlottesville, VA	07/13/2015	207	Saga Communications Inc	Charlottesville, VA	Charlottesville (City)
WWTU	FM	89.3	NC	NPR/Cls/Jaz		Charlottesville, VA	07/13/2015	207	Virginia Tech Foundation Incorporated	Charlottesville, VA	Charlottesville (City)
WTTW	FM	88.5	NC	Nws/Tlk/Inf		Charlottesville, VA	07/13/2015	207	Virginia Tech Foundation Incorporated	Charlottesville, VA	Charlottesville (City)
WWWV	FM	97.5	C	Clsc Rock		Charlottesville, VA	07/13/2015	207	Saga Communications Inc	Charlottesville, VA	Charlottesville (City)
WZGN	FM	102.3	C	Clsc Hits		Charlottesville, VA	07/13/2015	207	Reed, George	Crozet, VA	Albemarle

Number of Stations in Geographic Market 18

Previous Stations in Geographic Market

WOJL	FM	105.5	C	Clsc Hits		Fredericksburg, VA	02/18/2011	144	Piedmont Communications Incorporated	Louisa, VA	Louisa
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"C" - Commercial Station; "NC" - Non Commercial Station

"p" indicates pending sale to owner listed

Printed: 01/18/2017 Data: 01/18/2017

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ATTACHMENT 5

WPVC-LP Commercial Announcement Transcripts

WPVC

8/23/19

5pm hour (all exact times are from the recordings and may be slightly different from air times)

5:00:25	Pearl Island
5:01:04	Edgecomb's Auto
5:20:24	Price Hyundai
5:20:59	Hamiltons
5:28:39	Guadalajara Restaurant
5:29:21	Central Battery
5:45:55	Outback Steakhouse

PEARL ISLAND

Pearl Island restaurant and catering supports ninety four seven. Hi, I'm Sober, owner of Pearl Island a Caribbean inspired catering company and restaurant in the Jefferson School City Center inviting you in to enjoy some of our Caribbean platters including our slow roasted pork Hattian chicken and vegan creole beans. You can experience Caribbean culture right here in Charlottesville Monday through Friday from eleven am til two pm and from five pm til eight pm. Delivery is available through Grub Hub we also cater for large and small events and are at the farmers market on Saturdays and UVA market on Thursdays from eleven til two. You can learn more at pearl island catering dot com or at Pearl Island's Facebook page.

EDCOMB'S IMPORTED AUTO

It's Edgecombs Imported Auto General Manager Sherry Edgecomb. You like technology, right? Well it's everywhere, in our phones, on our desks and especially in our cars. If you're like most people cars were already a mystery before microprocessors controlled everything. At Edgecomb's Imported Auto we understand cars and technology and we understand people. We'll work with you to maintain your car. Edgecomb's trained technicians have state of the art equipment to fully diagnose your car, plus our service advisors are ready to explain the function of components and help you decide your options. You can think of us as translators for your car. Edgecomb's services all makes and models, provides loaner cars and will always give you an estimate before making repairs. You can call us at two nine five fifteen seventy to schedule an appointment or schedule on line at edgecombs dot com. You can learn more at edgecombs dot com. Supporting ninety four seven WPVC.

PRICE HYUNDAI

Price Hyundai supports this station. Finally the wait is over the new for twenty twenty Hyundai Palisade eight seat SUV is here. The Palisade is available with third row power folding seats, safe exit assist and rear occupant alert and you'll always be informed with the Palisade's fully digital instrument cluster ten and a quarter inch info screen, in car intercom and full connectivity. Life meets style in the new for twenty twenty Palisade. Available for a look right now at [jim price hyundai dot com](http://jimpricehyundai.com) or for a test drive at Price Hyundai on twenty-nine north.

HAMILTONS

Support today is coming from Hamilton's at first and main. Celebrating over twenty years of contemporary American fine dining on Charlottesville's historic downtown mall. At Hamilton's you'll find inspired seafood, steaks and vegetarian fare with a full bar and eclectic wine list and always attentive service. Hamilton's supports sustainability and food production, transportation and preparation and in the community at large. You can see the lunch and dinner menus, make a reservation or book the private dining space for your function. All at [hamiltons restaurant dot com](http://hamiltonsrestaurant.com), that's hamiltons restaurant dot com.

GUADALAJARA RESTAURANT

If you search for Charlottesville Mexican food, you'll go to website with just that name, it's the website for Guadalajara Restaurant. Serving authentic Mexican food in Charlottesville since the eighties. Guadalajara is near you right now with four locations. On Greenbrier Drive just off twenty-nine, on Fontaine near UVA, on Pantops and the original downtown at eight oh six East Market, which despite what you may have heard will be open at least through twenty twenty-one. Guadalajara's menu features their lunch and dinner menus, vegetarian and kids' offerings, plus chef specials. When you think Mexican all you need to remember is Charlottesville Mexican food dot com. Guadalajara supports this station and is open eleven til ten, eleven thirty til nine thirty Sundays. That's Guadalajara Restaurant.

CENTRAL BATTERY

For over thirty years people in Charlottesville have known that the place to go for batteries big and small is Central Battery the battery specialist. Now Central Battery is in their new location at seven fifty Harris Street, still in the middle of everything in Charlottesville. Whether you need a battery for a car or a phone, Central Battery probably has it in stock right now and they install what they sell right on the spot. That's Central Battery powering your unplugged world since 1986 and now in their new location at seven fifty Harris Street. You can find out more at [central battery dot net](http://centralbattery.net).

OUTBACK STEAKHOUSE

When you think of the Outback Steakhouse, you think of steaks right? And you should. But what the Outback secret seasonings have done for their sirloins, ribeye's and filet mignons, they've also done to the Outback's burgers and wings. You're invited in today to try their Kookaburra Wings and Bloomin Burger made from premium sustainably raised beef. You'll find the Outback Steakhouse in Charlottesville on twenty-nine north at Seminole Court across from Northrop Grumman. That's the Outback Steakhouse for takeout and delivery. Offers and rewards are at outback dot com.

8/24/19

7am hour (all exact times are from the recordings and may be slightly different from air times)

7:36:11 Price Hyundai

PRICE HYUNDAI

Price Hyundai supports this station through four generations and for nearly twenty-five years the Accent has been Hyundai's basic ride, wanna know what's basic now in the redesigned fifth generation? How bout a one point six litre direct injection engine and six speed transmission with available sport mode and up to thirty-eight mpg. How bout four-wheel disc brakes, keyless entry, android auto and apple car play and available front collision avoidance. When you add three years of Hyundai's blue link enhanced roadside assistance and 100,000 thousand mile powertrain warranty, your research will bring you to Price Hyundai on twenty nine north to test drive the new Hyundai Accent today. You can learn more at jim price auto dot com.

8/26/19

7am hour (all exact times are from the recordings and may be slightly different from air times)

7:01:22 VU Noodles

7:15:43 Orzo Kitchen

7:16:17 At Last Hair

7:29:34 Spectacle Shop

VU NOODLES

Support for ninety four seven today is coming from VU Noodles in the Jefferson School with onsite parking and on second street north east across from Fellini's. At VU Noodles you'll find Vietnamize fusion, plenty of vegan, vegetarian and gluten free options available with catering available for groups up to thirty. Plus delivery is available with no minimums through Grub Hub. Your invited to check the menu at VU that's v u noodles dot com. Whether it's a business lunch downtown or a quick snack from the take-out window, you're invited to VU Noodles where you may come for the food, but you'll stay for the friends. That's VU Noodle.

ORZO KITCHEN

Support for this station today is from Orzo Kitchen and wine bar a modern Mediterranean dining experience awaits when you visit Orzo. With sustainably sourced ingredients for all their meat, poultry, seafood and vegetarian creations, Orzo is a neighborhood gathering place and a serious dining experience and is open every day for dinner and for lunch Monday through Friday in the Main Street Market. Orzo also has private dining areas available for your special event. You can learn more and browse the menu at orzo kitchen dot com. That's Orzo Kitchen and wine bar now serving on the outdoor patio.

AT LAST HAIR

At last. There's the hair color studio that provides the look that imparts intensity, depth and dimension. At last. There's the studio that provides hair cuts and the take home products you need to keep your look. At last. There's a studio with a relaxed atmosphere, beverages, chocolate, Wi-Fi and a computer automated appointment and reminder system. At Last hair color studio is in the Millmont Shops with off street parking right in front. Gena Mills and At Last support ninety four seven WPVC. More is at last hcs dot com.

SPECTACLE SHOP

Do I really like this view, hey did you see the game last night, yeah I'll take a look at it tomorrow. Ever notice how much life involves your vision whether you're near sighted, far sighted or just need some sunglasses, the Spectacle shop in Charlottesville has been serving the area since 1984. Their licensed opticians have hundreds of years of experience between them and are committed to taking the time to select eyewear that fits your style from brands like Gucci, Silhouette and Ray Ban the Spectacle Shop supports this station and invites you into a location near you at the Shoppes in Millmont near UVA, in Berkmar Circle on twenty nine North and the Spectacle Shop outlet on East Market Street downtown. More is at spec shop dot net.

8/26/19

5pm hour (all exact times are from the recordings and may be slightly different from air times)

5:30:06 Crazy Horse Studio

5:57:48 Price Hyundai

5:58:23 Mels Café

CRAZY HORSE STUDIO

When Crazy Horse Studio wants to get the word out about their t-shirts, polos, hats and other promotional items they support this station and when we need to tell the world about us, we count on Crazy Horse Studio. Crazy Horse carries the apparel brands you know and trust and has a professional design staff on site right here in Charlottesville. Crazy Horse has served the area for over thirty years and you can learn more at [crazy horse studio dot com](http://crazyhorsestudio.com), find their Facebook page or by stopping by Crazy Horse Studio seventeen eighteen Hydraulic Road next to Whole Foods.

PRICE HYUNDAI

Price Hyundai supports this station through four generations and for nearly twenty-five years the Accent has been Hyundai's basic ride, wanna know what's basic now in the redesigned fifth generation? How bout a one point six litre direct injection engine and six speed transmission with available sport mode and up to thirty-eight mpg. How bout four-wheel disc brakes, keyless entry, android auto and apple car play and available front collision avoidance. When you add three years of Hyundai's blue link enhanced roadside assistance and 100,000 thousand mile powertrain warranty, your research will bring you to Price Hyundai on twenty nine north to test drive the new Hyundai Accent today. You can learn more at [jim price auto dot com](http://jimpriceauto.com).

MELS CAFÉ

With more restaurants per capita than New York, you can find almost anything you want in Charlottesville from fast food to pop cuisine. Not to be lost in the shuffle is Mels Café seven nineteen West Main with down home food as close as you can get to homemade without the home. Mel serves his personal recipe fried chicken and stewed tomatoes, burgers that didn't start out at a restaurant supply wholesaler, plus collard greens, sweet potato pie and Mels very

own grilled donuts. The tourist sites have all discovered it, now you should too. Mels Café, seven nineteen West Main, open daily ten to ten, ten to eleven Thursday through Saturday. That's Mels Café supporting ninety four seven WPVC

DECLARATION UNDER PENALTY OF PERJURY

I, Michael Chiumento, under penalty of perjury, declare as follows:

1. I am employed as General Manager by Tidewater Communications, LLC ("Tidewater"), which owns and operates radio stations in the Charlottesville, Virginia, radio market.

2. I have listened to the programs broadcast by Low Power FM Station WPVC on 8/27/19 from 7:10pm-10:51pm

3. The attached transcripts set out in written form the material broadcast on the Low Power FM Station on the date and at the time indicated. In order to shorten the time needed to audition the recordings, I removed some of the musical material but did not alter the announcements broadcast.

Executed this 27 day of August, 2019.



[Name of Declarant]

DECLARATION UNDER PENALTY OF PERJURY

I, Michael Chiumento, under penalty of perjury, declare as follows:

1. I am employed as Vice President by Tidewater Communications, LLC ("Tidewater"), which owns and operates radio stations in the Charlottesville, Virginia, radio market, of which I am General Manager.

2. I have read a draft of the "Consolidated Reply to Oppositions to Consolidated Petition to Deny" which Tidewater is filing today and the statements made therein are true and correct to the best of my knowledge.

Executed this 14th day of November, 2019

A handwritten signature in black ink, appearing to read 'M Chiumento', written over a horizontal line.

Michael Chiumento

CERTIFICATE OF SERVICE

I, Sherry L. Schunemann, a secretary in the law office of Smithwick & Belendiuk, P.C., do hereby certify that a copy of the foregoing “Reply to Oppositions to Consolidated Petition to Deny” was mailed by First Class U.S. Mail, postage prepaid (or via hand delivery if marked with an asterisk), this 14th day of November, 2019, to the following:

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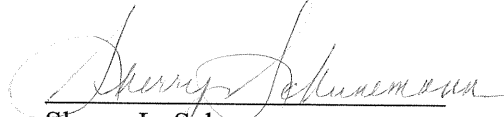
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