

CITIZEN'S AGREEMENT

This Citizen's Agreement is made and entered into between Charisma Radio Corporation (“Charisma”) and Triangle Access Broadcasting, Inc. (“Triangle”).

WHEREAS Charisma has a pending license renewal application to renew WHLC and associated FM translators (FCC file no. 0000079564, as amended);

WHEREAS Triangle has filed an Informal Objection, FCC pleading file no. 0000086316, to the renewal over concerns that Charisma's translators have not been operated for the public interest, convenience and necessity;

WHEREAS Charisma has modified its translators' primary stations to address Triangle's objections;

WHEREAS Triangle is satisfied that these updates will serve the public interest, convenience and necessity;

WHEREAS Triangle recognizes that costly terrain shadowing studies may support a finding of technical need for some of its translators as previously operated;

WHEREAS Charisma seeks to assign FM translator W287CD (facility ID 142798) to Sutton Radiocasting Corporation for \$100.00 plus and additional services as proposed in FCC file no. 0000145375 (“assignment application”);

WHEREAS this Citizen's Agreement shall not constitute an admission or liability or fault on the part of Charisma that its prior operations were the result of a willful or repeated violation of any applicable FCC rules;

WHEREAS Triangle desires that Charisma would not be unduly rewarded for violating any Commission rules;

WHEREAS Triangle recognizes that Charisma serves its community and that its business is collaterally impeded by the objection;

WHEREAS the informal objection has not been adjudicated and remains pending;

WHEREAS Triangle did not object for the purpose of reaching or carrying out an agreement with Charisma; and

WHEREAS the parties to this Citizen's Agreement now desire to avoid further expense and delay and wish to settle this dispute under the terms and conditions of this Citizen's Agreement set forth below.


AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties, intending to be legally bound, agree as follows:

1. The foregoing recitals are incorporated in this Citizen's Agreement.
2. Upon execution, Charisma shall immediately place a copy of this Citizen's Agreement in its Public Inspection File for WHLC.
3. Within seven (7) days of the effective date of this Citizen's Agreements, Charisma will amend its license renewal application to reflect the current status of all of the associated FM translator stations and forward notice of the updated file number via email to Triangle at steven@triaccess.org.
4. Within seven (7) days of the effective date of this Citizen's Agreements, Charisma will amend its assignment application to reflect a maximum fair-market value of engineering services it may receive to not exceed the legitimate and prudent expenses reasonably incurred in obtaining and constructing W287CD, such as the expenses involved in performing the engineering, preparing an application, and obtaining and installing broadcast equipment, and it shall forward notice of the updated file number via email to Triangle at steven@triaccess.org.
5. For a period of one year following the execution of the Citizen's Agreement, Charisma shall not offer to lease its W293BX translator (facility ID 81530) for more than the actual costs of operation of the station itself such as electricity, rents, leases, salaries, maintenance, etc.
6. For a period of one year following the execution of the Citizen's Agreement, Charisma shall not offer its W293BX translator for assignment for more than the legitimate and prudent expenses reasonably incurred in obtaining and constructing the station, such as the expenses involved in performing the engineering, preparing an application, and obtaining and installing broadcast equipment.
7. Within two (2) business days of receiving notice from items (3) and (4), Triangle shall withdraw its Informal Objection and send notice via email to the contacts listed in the updated renewal and assignment applications. Charisma agrees that service of the withdrawal shall be accepted by email.
8. Triangle will pursue no further objections against Charisma for its applications, permits, or licenses as they exist on the effective date of the Citizen's Agreement.
9. Neither Charisma nor Triangle are entitled to any compensation, either direct nor indirect, from the other party as a result of entering the Citizen's Agreement, however a party found in default shall be liable to the other party for its reasonable expenditures, including but not limited to attorney's fees, incurred with the enforcement of any provision of this Citizen's Agreement.
10. This Citizen's Agreement represents the entire agreement between the parties.


11. The “Effective Date” of this Citizen's Agreement shall be the date it is signed on behalf of Charisma.
12. This Settlement Agreement may be executed in two counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Citizen's Agreement.

Charisma Radio Corporation:

By: 
Charles B. Cooper
President/General Manager

D 6-28-2021

Triangle Access Broadcasting, Inc.:

By: 
/s/ Steven L. White
Director

Dated: June 24, 2021

(Triangle signature page)