

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

In re Application of )  
Alma Radio Inc. )  
For License of Low Power FM Station ) Facility ID No. 194592  
WNHA-LP, New Haven, CT ) Application File No. 184393

## ORDER

**Adopted: February 17, 2026**

**Released: February 18, 2026**

By the Chief, Audio Division, Media Bureau

1. The Audio Division, Media Bureau (Bureau) has before it the above-captioned application (Application) for a license to cover low power FM (LPFM) station WNHA-LP, New Haven, Connecticut (Station), filed by Alma Radio Inc. (Alma or Licensee) on February 4, 2022. We also have before us Alma's response (Response)<sup>1</sup> to a further letter of inquiry (FLOI) issued on June 24, 2025.<sup>2</sup> For the reasons set forth below, we dismiss the pending Application, return Alma's previous authorization (2017 License)<sup>3</sup> to active status, admonish Alma for providing incorrect material information in violation of section 1.17 of the Commission's rules,<sup>4</sup> and adopt the attached Consent Decree between the Bureau and Licensee. The Consent Decree resolves the Bureau's investigation into Licensee's compliance with the terms of its license.

2. The Bureau and Licensee have negotiated the terms of the Consent Decree adopted hereby, in which Licensee agrees to return the Station's facilities to the technical parameters set out in the 2017 License and to submit and receive approval of a technical compliance report (Compliance Report) as detailed in the Consent Decree prior to re-commencing operation. In exchange, the Bureau agrees to terminate its investigation into Alma's compliance with the terms of the license issued on February 16, 2022 (2022 License).<sup>5</sup> After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. While the Consent Decree resolves our investigation into Alma’s compliance with the 2022 License, we find that admonishment of the Licensee is nonetheless appropriate for its separate violation of section 1.17 of the Commission’s rules, which provides, “No person shall .... In any written statement of fact, provide material factual information that is incorrect or omit material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading without a

<sup>1</sup> Alma submitted the Response on July 23, 2025. On July 30, 2025, WBLS Listeners' Coalition (WLC) submitted an opposition to the Response (Response Opposition). On August 20, 2025, Alma filed a supplement to the Response (First Response Supplement). On September 3, 2025, Alma filed another supplement to the Response (Second Response Supplement).

<sup>2</sup> Further Letter of Inquiry from Albert Shuldiner, Chief, Audio Division, to Alma Radio Inc. (June 24, 2025) (on file in Application File No. 184393).

<sup>3</sup> See Application File No BLL-20170201ADC.

<sup>4</sup> 47 CFR § 1.17.

<sup>5</sup> See Application File No. 184393.

reasonable basis for believing that any such material factual statement is correct and not misleading.”<sup>6</sup>

4. In this case, Licensee certified under penalty of perjury and affirmed in separate statements by its executive director and broadcast engineer, that the Station did not currently exceed 18 watts ERP and had not exceeded 18 watts at any time since the Application was granted in February 2022.<sup>7</sup> However, as Licensee later acknowledged in the First Response Supplement, this statement was factually incorrect.<sup>8</sup> Moreover, because the Licensee possessed photos showing the Station’s transmitter operating at 50 watts prior to the certification being made, it did not have a reasonable basis for believing that it was correct.<sup>9</sup> The gravity of making a material incorrect statement in response to the primary line of investigation in a Commission letter of inquiry is not mitigated by the Licensee’s later retraction and correction, its alleged lack of intention to deceive, or its claimed reliance on its broadcast engineer.<sup>10</sup> Rather, a false statement provided without a reasonable basis for believing that it is correct and not misleading constitutes an actionable violation of section 1.17 regardless of the licensee’s subjective intent to deceive or later attempts to correct the false statement.<sup>11</sup> Moreover, it is well established that a Commission licensee is responsible for rule violations despite any claimed reliance on an engineer or other contractor or employee.<sup>12</sup> For these reasons, we admonish Licensee for its incorrect statement that it did not operate at any time in excess of its authorized power under the 2022 License. Please note that this violation must be reported in the Station’s next renewal application.<sup>13</sup>

5. However, we find that nothing in the record creates a substantial and material question of fact as to whether Licensee possess the basic qualifications to remain a Commission licensee. Accordingly, upon Licensee fully satisfying its obligation to re-install its antenna pursuant to the terms of the 2017 License, and submitting and receiving approval of the Compliance Report described in the Consent Decree, we will return the 2017 License to active status and authorize Licensee to re-commence

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<sup>6</sup> 47 CFR § 1.17.

<sup>7</sup> Response at 1, Exhs. A and B. Alma further certified that it has operated at its authorized height of radiation center above ground level (HRCAGL) of 37 meters and height of radiation center above median sea level (HRCAMSL) of 110 meters at all times. Response at 3 (statement of Jose J. Champagne) and 4 (statement of Eduardo Evertz).

<sup>8</sup> First Response Supplement at 2.

<sup>9</sup> *Id.*

<sup>10</sup> *Id.*

<sup>11</sup> See *Baker University*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 21 FCC Rcd 8501, 8503-4, para. 8 (MB 2006); *Amendment of Section 1.17 of the Commission’s Rules Concerning Truthful Statements to the Commission*, Report and Order, 18 FCC Rcd 4016, 4017-4021 (2003), recon. denied, Memorandum Opinion and Order, 19 FCC Rcd 5790, further recon. denied, Memorandum Opinion and Order, 20 FCC Rcd 1250 (2004).

<sup>12</sup> See, e.g., *Crocodile B’casting Corp*, Forfeiture Order, 39 FCC Rcd 13, 16-17, para. 7 (citing *Eure Family L.P.*, Memorandum Opinion and Order, 17 FCC Rcd 21861, 21863-64, para. 7 (2002) (“[The] Commission has long held that licensees and other Commission regulatees are responsible for the acts and omissions of their employees and independent contractors.”)).

<sup>13</sup> Section 309(k) of the Communications Act of 1934, as amended, 47 U.S.C. § 309(k), states that the Commission shall grant a license renewal application if it finds, with respect to that station, during the preceding license term, that: (1) the station has served the public interest, convenience, and necessity; (2) there have been no serious violations by the licensee of the Communications Act or the Commission’s Rules; and (3) there have been no other violations of the Act or the Commission’s rules, which, taken together, would constitute a pattern of abuse. The renewal form “FCC Violations During the Preceding License Term” question asks the applicant to certify that, with respect to the station for which a renewal application is being submitted, there were no violations of the Communications Act or the Commission’s Rules. If the renewal applicant has violated the Act or the Rules, it must respond “No” and submit an explanatory exhibit detailing the number and nature of the violations and any adjudication by the Commission (Notice of Violation, Forfeiture Order, etc.).

operations. However, failure in the future by Licensee to comply with the terms of its license or to implement the terms of the Consent Decree may result in more severe sanction, including but not limited to a civil penalty.

6. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) of the Communications Act of 1934, as amended,<sup>14</sup> and by the authority delegated by sections 0.61, 0.204, 0.283, and 1.93(b) of the rules,<sup>15</sup> the Consent Decree attached hereto **IS ADOPTED** and its terms incorporated by reference without change, addition, or modification.

7. **IT IS FURTHER ORDERED** that the investigation by the Media Bureau of the matters noted above **IS TERMINATED**, subject to the terms of the attached Consent Decree, and the Licensee **IS ADMONISHED** for its violations of section 1.17 of the Commission's rules.<sup>16</sup>

8. **IT IS FURTHER ORDERED** that the license to cover application filed by Licensee on February 4, 2022, Application File No. 184393, **IS DISMISSED** and the license to cover application filed by Licensee on February 1, 2017, Application File No BLL-20170201ADC **IS RETURNED TO ACTIVE STATUS**.

9. **IT IS FURTHER ORDERED** that, pursuant to section 74.1281 of the rules, a copy of this Order and Consent Decree and the Compliance Report **SHALL BE RETAINED** in the above-captioned Station's records until grant of the next license renewal application, which will be filed on or before April 1, 2030.

10. **IT IS FURTHER ORDERED** that, copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to Alma Radio Inc., 17 Farren Ave, New Haven, Connecticut, 06519. Copies shall also be sent by email to Licensee at [njose319@aol.com](mailto:njose319@aol.com), its representative, Dawn Sciarrino at [dawn@sciarrinolaw.com](mailto:dawn@sciarrinolaw.com).

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner  
Chief, Audio Division

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<sup>14</sup> 47 U.S.C. § 154(i).

<sup>15</sup> 47 CFR §§ 0.61, 0.204, 0.283, and 1.93(b).

<sup>16</sup> 47 CFR § 1.17.

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Alma Radio Inc.	)
For License of Low Power FM Station	)
WNHA-LP, New Haven, CT	)

Facility ID No. 194592  
Application File No. 184393

**CONSENT DECREE**

The Audio Division, Media Bureau of the Federal Communications Commission (hereafter Bureau, as defined below) and Alma Radio Inc. (hereafter Licensee, as defined below), licensee of low power FM station WNHA-LP, New Haven, Connecticut (hereafter Station, as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Investigation (as defined below) into whether Licensee violated the terms of its license by operating at a higher power than authorized. To resolve this matter, Licensee agrees to return the Station to its previously authorized facilities and submit a technical compliance report to be approved by the Bureau before the Station re-commences operation, as set out below. The Bureau agrees to terminate the Investigation in accordance with the terms and conditions below.

**I. DEFINITIONS**

11. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) “Act” means the Communications Act of 1934, as amended.<sup>17</sup>
- (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
- (c) “Application” means the license to cover filed by Licensee on February 28, 2022, Application File No. 184393.
- (d) “Bureau” means the Audio Division, Media Bureau of the Federal Communications Commission.
- (e) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices.
- (f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Licensee is subject by virtue of it being a Commission licensee.
- (g) “Compliance Report” means the report submitted by Licensee and approved by the Bureau prior to the Station resuming operations.
- (h) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (i) “Investigation” means the Media Bureau’s inquiry into Licensee’s compliance with the terms of the 2022 License, particularly its operating power and antenna configuration.
- (j) “Licensee” means Alma Radio, Inc. and its assigns, transferees, affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

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<sup>17</sup> 47 U.S.C. § 151 *et seq.*

- (k) “Parties” means Licensee and the Bureau, each of which is a “Party.”
- (l) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (m) “Station” means WNHA-LP, New Haven, Connecticut, Facility ID No. 194592.
- (n) “2022 License” means the license issued upon grant of the Application.
- (o) “2017 License” means the license issued upon grant of Application File No. BLL-20170201ADC.

## II. BACKGROUND

12. On February 4, 2022, Licensee filed the Application, seeking a license to cover a construction permit to relocate the Station’s antenna to a higher space on the same tower, with a correspondingly lower effective radiated power (ERP). Specifically, this modification would change the Station’s height of radiation center above ground level (HRCAGL) from 20 meters to 37 meters and reduce the Station’s maximum permitted ERP from 66 watts to 18 watts.<sup>18</sup> The Bureau granted the Application on February 16, 2022 (2022 License).

13. On February 28, 2022, WBLS Listeners’ Coalition (WLC) filed a petition for reconsideration (Petition) of the grant of the Application.<sup>19</sup> In the Petition, WLC claimed that the Station is operating at a higher power level than authorized, causing “interference to other FM stations throughout Southern Connecticut and posing a threat to the safety of air navigation.”<sup>20</sup> Specifically, WLC alleged that the Station is causing interference to listener reception of co-channel station WBLS(FM), New York, New York, in the towns of Fairfield, Easton, Trumbull, Monroe, and Milford (all in Connecticut).<sup>21</sup> WLC states that the interference occurs consistently and that the interfering station is identifiable by on-air call sign announcements.<sup>22</sup> According to WLC, signal reception at these locations would be “extremely improbable if WNHA-LP were using their actually-authorized power level of 18 watts,” given the distance and terrain between the Station and the claimed areas of interference.<sup>23</sup> WLC also submitted field strength measurements of the WNHA-LP signal, which it compared to measurements of other nearby stations’ signals, concluding that the Station is operating with “approximately 975 watts of power, grossly in excess of its authorized power level of 18 watts.”<sup>24</sup>

14. On February 13, 2025, Licensee submitted an opposition to the Petition, asserting that the Station was operating at its authorized ERP.<sup>25</sup> However, Licensee provided evidence that the Station was operating with a transmitter power output (TPO) of 50 watts.<sup>26</sup> In light of WLC’s allegations and because a 50 watt TPO—using the Licensee’s authorized antenna and transmitting equipment—appeared to be

<sup>18</sup> See Application File No. 116279 (modifying File No. BLL-20170201ADC) (Construction Permit), filed on June 17, 2020, and granted on June 30, 2020.

<sup>19</sup> Pleading File No. 194592. On February 13, 2025, Alma filed an opposition to the Petition (Opposition) (Pleading File No. 266673).

<sup>20</sup> Petition at 2.

<sup>21</sup> Petition at 4. WLC also alleges interference to FM translator stations W297BT, Hartford, Connecticut, and W297CP, Bridgeport, Connecticut. *Id.* at 6. These locations are not within WBLS’ community of license or its 60 or 70 dBu signal contour, therefore are not subject to the protections of 47 CFR § 73.809.

<sup>22</sup> Petition at 4.

<sup>23</sup> Petition at 6-7.

<sup>24</sup> Petition at 13-17.

<sup>25</sup> Opposition at 1.

<sup>26</sup> Opposition at 7.

inconsistent with an ERP of 18 watts, on March 28, 2025, the Bureau issued a letter of inquiry (LOI), directing Licensee to provide complete technical information regarding the operation and installation of the Station's transmitter and antenna system and warning that failure to do so within 30 days "may lead to further enforcement action, including but not limited to: suspension of the Station's operations, apparent liability for monetary forfeiture, and/or rescission of the grant of the Station's authorization."<sup>27</sup> Licensee did not respond to the LOI.

15. On April 27, 2025, WLC submitted a supplement to the Petition (Petition Supplement).<sup>28</sup> The Petition Supplement included photos of the Station's transmitter, cable, and installed antenna and a certified statement by an engineer, Dave Anderson, supporting its allegation that the Station is operating with a two-bay antenna rather than the single bay system authorized by the 2022 License and thus violating both the antenna type and maximum ERP set out in the Station authorization.<sup>29</sup> In addition, according to WLC, the Station's transmitter is linked to its antenna with a 1.25" diameter coaxial cable with lower attenuation rates than the 0.5" coaxial cable that WLC estimates was used to calculate the ERP in the Application.<sup>30</sup> Taking both of these factors into consideration, WLC estimated that a two-bay installation with a 1.25" coaxial cable would result in an ERP of 47.55 watts.<sup>31</sup> WLC further contended that if the Station antenna is horizontally rather than circularly polarized, the ERP would be as high as 95.1 watts.<sup>32</sup> WLC also argued that WNHA-LP's interference with the reception of higher powered stations indicates a higher ERP than authorized.<sup>33</sup>

16. On June 24, 2025, the Bureau granted the Petition, rescinded grant of the Application, and issued a further letter of inquiry (FLOI), providing 30 days for Alma to provide the requested information regarding the Station's installation and operation.<sup>34</sup> On July 22, 2025, Alma responded to the FLOI (Response). In the Response, Alma provided technical data regarding the TPO and ERP of its facility and certified, under penalty of perjury and affirmed in separate statements by its executive director and broadcast engineer, that the Station did not currently exceed 18 watts ERP and had not exceeded 18 watts at any time since the Application was granted in February 2022.<sup>35</sup>

17. On July 30, 2025, WLC submitted an opposition to the Response (Response Opposition), noting that the stated TPO in the Response, 32 watts, was inconsistent with the 50 watts reported in the Opposition and therefore "it is not reasonably possible for [Alma] to state, under penalty of perjury, that WNHA has not exceeded 18 watts of ERP at any time since the grant of its license application in February 2022."<sup>36</sup> In addition, WLC disputed Alma's calculations of the decibel loss of N-Type RF

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<sup>27</sup> Letter of Inquiry from Albert Shuldiner, Chief, Audio Division, to Alma Radio Inc. (Mar. 28, 2025) (on file under Application File No. 184393) at 1.

<sup>28</sup> The Petition Supplement contained high resolution photo images and was therefore sent as three separate email attachments.

<sup>29</sup> Petition Supplement at 2-3.

<sup>30</sup> *Id.* at 3-4

<sup>31</sup> *Id.* at 4-5.

<sup>32</sup> *Id.* at 5.

<sup>33</sup> *Id.* at 6-8. WLC argues that this coverage is reflected in Alma's statement in the FAQ section of its website that the Station can be heard "throughout the state of Connecticut, United States." Supplement, Exh. D.

<sup>34</sup> *Alma Radio, Inc.*, Letter Decision, Ref. No. 1800B3-CEG (MB June 24, 2025) (on file under Application File No. 184393).

<sup>35</sup> Alma further certified that it has operated at its authorized HRCAGL of 37 meters and HRCAMSL of 110 meters at all times. Response at 3 (statement of Jose J. Champagne) and 4 (statement of Eduardo Evertz).

<sup>36</sup> Response Opposition at 1-2.

connectors, arguing that Alma has overstated the loss of these connectors by a factor of ten.<sup>37</sup> WLC alleged that Alma's stated antenna gain of 0 decibels would only make sense for a two-bay antenna that uses circular polarization and that the gain for a one bay circularly-polarized antenna would be -3 decibels.<sup>38</sup> WLC noted that the Response did not include photographs of the antennas with their covers removed, as required by the LOI and FLOI.<sup>39</sup> WLC also speculated that, because the equipment purchase receipt provided by Alma appeared to be missing pages and did not include the actual antenna system purchased, it might show the purchase of a two-bay antenna system with a power divider, as shown in the photograph on page 20 of the Response.<sup>40</sup> WLC described apparent differences between its photograph taken February 2025 and an undated photograph submitted by Alma on July 23, 2025, claiming that "it is manifestly clear that in [WLC's photo] both bays are connected to the feedline and to the power divider."<sup>41</sup> Finally, WLC argued that if the lower antenna were intended as a backup antenna, it would not be located in the near field of the main bay, and that the one-wave distance between the two antennas indicates that this is a "very conventional two-bay array."<sup>42</sup>

18. In response to WLC's allegations, Alma submitted new certifications acknowledging that the Station had operated at 50 watts for a brief time in 2022 but denying that its earlier "misstatement" was intentional.<sup>43</sup> It also submitted additional photographs showing the transmitter and antenna installation, including the antennas with covers removed, as requested.<sup>44</sup>

### III. TERMS OF AGREEMENT

19. **Adopting Order.** The parties agree that the provisions of this Consent Decree shall be incorporated by reference by the Bureau in an Adopting Order without change, addition, deletion, or modification.

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

21. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

22. **Violations.** The Parties agree that any violation of the Adopting Order or the terms of this Consent Decree, in whole or in part, shall constitute a separate violation of a Commission order, entitling the Commission, or its delegated authority to exercise any rights and remedies attendant to the enforcement of a Commission order.

23. **Admission of Facts.** Licensee admits for the purpose of this Consent Decree and for Commission civil enforcement purposes that paragraphs 12 to 18 of this Consent Decree are a true and accurate description of the facts underlying the Investigation. By entering into this Consent Decree,

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<sup>37</sup> Response Opposition at 2.

<sup>38</sup> Response Opposition at 3.

<sup>39</sup> Response Opposition at 3.

<sup>40</sup> Response Opposition at 3-4 ("The only purpose of an FM power divider is to divide power between each bay of a two-bay (or other multi-bay) antenna array") (emphasis omitted).

<sup>41</sup> Response Opposition at 5 (emphasis omitted).

<sup>42</sup> Response Opposition at 6.

<sup>43</sup> First Response Supplement at 2, 4 (Declaration of Eduardo Evertz) ("Early 2022, just for a few days, due to a failure in the connector of the antenna we operated at 50 watts. We got the antenna repaired and installed a spare one just in case the operating one needs to be replaced. We have been operating at 40 watts since.").

<sup>44</sup> Second Response Supplement at 3-15.

Licensee makes no admission of liability of any Communications Law.

24. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation into Licensee's compliance with the terms of the 2022 License and return the 2017 License to active status. In consideration for the termination of the Investigation, Licensee agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on its own motion or recommend any such action by the Commission against Licensee concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion or recommend any proceeding, formal or informal, to set for hearing the question of Licensee's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.<sup>45</sup>

25. **Subsequent Investigations.** This Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Licensee with the Communications Laws or from adjudicating complaints or other adjudicatory pleadings filed by third parties against the Licensee for alleged violations of the Communications Laws or for any alleged misconduct, regardless of when such misconduct took place. Further, except as expressly provided herein, Licensee acknowledges that the Commission retains the discretion and authority to propose sanctions against Licensee, including the issuance of notices of apparent liability for forfeiture, for any apparent willful and/or repeated violation by Licensee of the Rules or Act. The Commission's adjudication of any complaints or potential violations will be based solely on the record developed in subsequent proceedings.

26. **Event of Default.** The Parties agree that an Event of Default shall occur upon the failure by Licensee to: (1) relocate to its previously authorized antenna site; (2) submit a Compliance Report as set out in paragraph 28; or (3) obtain Bureau approval of the Compliance Report prior to commencing operations pursuant to the 2017 License.

27. **Compliance Report.** For purposes of settling the matters set forth herein, Licensee agrees that it shall, prior to recommencing operations pursuant to the 2017 License, submit and receive approval of a Compliance Report designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. Specifically, the Compliance Report must contain the following information:

(a) A certification (statement under penalty of perjury) from an authorized representative of the licensee that the Station's antenna installation at the 2017 License site is at a HRCAGL of 20 meters and will operate at a maximum permitted ERP of 66 watts with a single SWR FMEC antenna. No auxiliary or backup antenna is authorized.

(b) A complete technical description of the Station's transmission and antenna facilities at the 2017 License site, including a calculation of the Station's ERP as a function of the transmitter power output, length of the transmission line, transmission line loss and any other sources of power loss (i.e., efficiency), and antenna power gain. Any response to this bullet must include details about every part of the transmission system, including, but not limited to the makes and models of the transmitter and antenna as well as details about the transmission line including diameter throughout its entire run, any combiners, elbows, etc. Include the specific losses associated with each component of the transmission system and the polarization of the antenna (horizontal or circular). Support the loss calculations for each component with a copy of the

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<sup>45</sup> See 47 CFR § 1.93(b).

manufacturer's specifications. This can take the form of a link to the specific product page on the manufacturer's website. Likewise, support the stated antenna gain with a copy or link to the manufacturer's specifications page.

(c) Confirmation of the Station's installation height above ground level, in writing (email is sufficient) from an authorized representative of the tower owner (currently listed in the Antenna Structure Registration (ASR) database as American Towers LLC).

(d) Photographs of: (1) the entire tower with the location of the Station's antenna marked; and (2) a closeup of the Station's installed antenna apparatus.

The Compliance Report shall be submitted electronically to staff of the Bureau's Audio Division: christine.goepf@fcc.gov and james.bradshaw@fcc.gov.

28. **Computation of Time.** The Parties agree that the method for computing the amount of time within which the Parties must act in response to deadlines established by this Consent Decree shall be governed by 47 CFR § 1.4.

29. **Further Violations.** Licensee acknowledges that the Bureau retains the discretion and authority to propose sanctions against Licensee, including the issuance of notices of apparent liability for forfeitures, for any apparent willful and/or repeated violation that occurs during the term of this Consent Decree.

30. **Waivers.** As of the Effective Date, Licensee waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. Licensee shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither Licensee nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Licensee shall waive any statutory right to a trial *de novo*. Licensee hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>46</sup> relating to the matters addressed in this Consent Decree.

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

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

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

34. **Successors and Assigns.** Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees unless otherwise agreed to by the Commission or Bureau.

35. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

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<sup>46</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

36. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

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

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

39. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION

By:   
Albert Shuldiner  
Chief, Audio Division

Date: 2/17/2026

**Alma Radio, Inc.**

By: Evenis Champagne  
Evenis Champagne  
President

Date: \_\_\_\_\_

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39. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

**MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION**

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

Albert Shuldiner  
Chief, Audio Division

Date: \_\_\_\_\_

Alma Radio, Inc.

By: Evenis Champagne  
Evenis Champagne  
President

Date: 02-13-2026