

KAYE, SCHOLER, FIERMAN, HAYS & HANDLER

THE MCPHERSON BUILDING
901 FIFTEENTH STREET, N.W., SUITE 1100
WASHINGTON, D.C. 20005

(202) 682-3500

TELECOPY NUMBER
(202) 682-3580

ADMIRALTY CENTRE
TOWER 1, 32ND FLOOR
18 HARCOURT ROAD
HONG KONG
(852) 865-7876

SQUARE DE MEEÛS 30
1040 BRUSSELS, BELGIUM
(322) 514-4300

425 PARK AVENUE
NEW YORK, N.Y. 10022
(212) 836-8000

1999 AVENUE OF THE STARS
SUITE 1600
LOS ANGELES, CA 90067
(213) 788-1000

WRITER'S DIRECT DIAL NUMBER

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(202) 682-3501

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Re: In the Matter of Amendment of Table of Allotments
FM Broadcast Stations
MM Docket No. 93-65
RM-6869
(New Port Richey and Sarasota, Florida)

Dear Ms. Searcy:

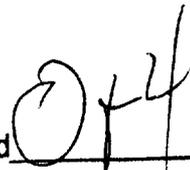
On behalf of WGUL-FM, Inc., licensee of Radio Station
WGUL-FM, New Port Richey, Florida, we are filing herewith an
original and four copies of its "Comments and Counterproposal"
with respect to the above-referenced docket.

Should any questions arise with respect to this matter,
please contact the undersigned counsel.

Respectfully submitted,

KAYE, SCHOLER, FIERMAN, HAYS & HANDLER

By 
Allan G. Moskowitz

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BEFORE THE

Federal Communications Commission- 1 1993

WASHINGTON, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
)
Amendment of Section 73.202(b))
Table of Allotments)
FM Broadcast Stations)
(New Port Richey and)
Sarasota, Florida))

MM DOCKET NO. 93-65
RM-6869

DOCKET FILE COPY ORIGINAL

To: Chief. Allocations Branch

ALTERNATIVE 1

5. WGUL herein respectfully proposes as its first and preferred counterproposal the substitution of Channel 288C1 for Channel 288A at New Port Richey, Florida and the modification of WGUL's license accordingly. Attached hereto as Exhibit 3 is the Technical Statement of David E. Dickmann of du Treil, Lundin & Rackley, Inc., technical consultants to WGUL. As indicated therein, Channel 288C1 can be substituted for Channel 288A at New Port Richey providing that (1) Channel 282A be substituted for Channel 288A at Sarasota (as proposed in the NPRM) and the Construction Permit of WKZM(FM) be modified and (2) Channel 289A be substituted for Channel 288A at Sebring, Florida and the WCAC(FM) license be modified accordingly. As previously reflected in Attachments 1 and 2, Stations WKZM(FM) and WCAC(FM) have already consented to the respective channel changes in writing. Further, as indicated by the attached Technical Statement, the proposed use of Channel 289A in Sebring, Florida by WCAC(FM) will require the transmitter site of that station to be relocated in order to comply with the Commission's mileage spacing and principal city coverage requirements. The Agreement attached as Exhibit 2 reflects that Roper Broadcasting, Inc., the licensee of WCAC(FM), has consented not only to the proposed frequency change but to the proposed transmitter site relocation as well. Moreover, consistent with the Agreements reached by WGUL with the respective licensees of WKZM(FM) and WCAC(FM), and consistent with the procedures set forth in Brookville and Punxsutawney, Pennsylvania, DA 88-1423 (Mass Media Bureau

September 19, 1988), WGUL hereby states its intention to reimburse the respective licensees of WKZM(FM) and WCAC(FM) in accord with the Commission's decision in Circleville, Ohio, 8 FCC.2d 159 (1967).

6. Finally, as indicated above, Footnote 1 of the NPRM states that the proposed substitution of Channel 289A at Channel 288A at Sebring, Florida would be unacceptable because it would be short-spaced to WWOJ, Channel 292A, Avon Park, Florida. Previously, WGUL believed that it was unnecessary to propose that the license of Radio Station WWOJ, Avon Park, Florida be modified to specify operation on Channel 256A in lieu of Channel 292A since the Commission had already specifically proposed such a change in MM Docket No. 87-455. Moreover, since one or more parties in that Docket had already proposed such changes were obligated under commission policy to represent that they would reimburse the licensee of WWOJ(FM) for the proposed change, WGUL believed it was unnecessary for WGUL to specifically propose reimbursement to WWOJ for the channel change. At any rate, the Commission has not yet implemented WWOJ's channel change from Channel 282A to Channel 296A and, pursuant to the Commission's actions in MM Docket No. 92-195, 8 FCC Record 2197 (Mass Media Bureau 1993) it may not implement that channel change pursuant to MM Docket No. 87-455.

7. However, no impediment presently exists to the substitution of Channel 256A in lieu of Channel 292A in Avon Park and the modification of WWOJ(FM)'s license to specify operation on Channel 256A. Attached hereto as Exhibit 4 are the April 19,

1993 "Comments" of Highlands Media Company, Inc., licensee of WWOJ(FM) Avon Park, Florida with respect to MM Docket No. 87-455. In its "Comments", WWOJ made clear that, notwithstanding the Bureau's actions in MM Docket No. 92-195, WWOJ still desired the substitution of Channel 256A for Channel 292A at Avon Park and the modification of its license and demonstrated the independent public interest value of the channel substitution. Significantly, WWOJ's "Comments" specifically state at Page 3, Note 4 that:

Given the Commission action in Docket 92-195 the Avon Park channel substitution is no longer a pre-condition for the Holiday upgrade. Highland therefore agrees not to invoke the Commission's processes under Circleville, Ohio, 8 FCC 2d 159 (1967), to seek reimbursement of its expenses for changing to Channel 256A.

Further, as indicated by the attached Technical Statement, no technical impediment exists to the substitution of Channel 256A for Channel 292A at Avon Park.

8. Therefore, WWOJ has itself requested the substitution of Channel 256A for Channel 292A at Avon Park and has stated it will not seek reimbursement of its expenses. However, in an abundance of caution and in the event that the Commission, for whatever reason, does not credit WWOJ's disavowal of its right to seek reimbursement of its expenses for the channel change pursuant to Circleville, WGUL hereby stipulates its intention to reimburse Highlands Media Company, Inc. licensee of Station WWOJ, Avon Park, Florida, pursuant to Circleville, Ohio, supra, for the reasonable costs associated with the change in channels.

9. Further, substantial public interest benefits would result from approval of Alternative 1, i.e., the substitution of Channel 288C1 for Channel 288A at New Port Richey. As indicated in the attached Technical Statement, WGUL, operating as Class C1 facility, would provide 1 mV/m coverage to 2,089,200 people in an area of 7,410 square kilometers: a six-fold increase in area and population compared to WGUL's present coverage.

10. Consequently the substitution of Channel 288C1 for 288 at New Port Richey and the required substitutions of Channel 282 for Channel 288A at Sarasota, Channel 289A for Channel 288A at Sebring, Florida, and Channel 256A for Channel 292A at Avon Park, Florida and the modification of the respective station's licenses can be made in compliance with the minimum distance separations to all other stations and allotments and the Commission's city coverage requirements.

11. Furthermore, as indicated by Exhibits 1, 2, and 4, Stations WKZM(FM), WCAC(FM) and WWOJ have affirmatively agreed to

should the Commission so modify the FM Table of Allotments; and, upon grant of such application, to expeditiously construct such modified facilities. Furthermore, consistent with the attached Agreements and the Commission's policies, WGUL herein states its intention to reimburse the licensees of WKZM(FM) and WCAC(FM) and, if necessary, WWOJ for the reasonable costs associated with their respective change in channels.

ALTERNATIVE 2

13. In the event that the Commission cannot or will not substitute Channel 288C1 for Channel 288A at New Port Richey, Florida, WGUL proposes as Alternative 2 the substitution of Channel 288C2 for Channel 288A and the modification of WGUL's license accordingly. Strong public interest considerations exist for the substitution for Channel 282C2 at New Port Richey, and the modification of WGUL's license to operate on that channel. As indicated in the attached Technical Statement, operating as a Class C2 facility on Channel 288, WGUL's proposed 1 mV/m contour would encompass 1,734,000 people in 4,010 square kilometers, an increase of over 1,300,000 people and 3,000 square kilometers from WGUL's present coverage.

14. As indicated in Exhibit 3, the channel changes necessary to implement Alternative 2 are identical to those for Alternative 1. Consequently, Channel 288C2 can be allotted to New Port Richey, Florida in compliance with all of the Commission's Rules providing that: Channel 282A is substituted for Channel 288A at Sarasota; Channel 289A is substituted for Channel 288A at Sebring and Channel 256A is substituted for

Channel 292A at Avon Park and the respective permits and licenses are modified. With respect to Alternative 2, WGUL hereby states its intention to reimburse the respective licensees of WKZM(FM), WCAC(FM) and WWOJ for the reasonable costs associated with their respective changes in channels, subject again to WWOJ's previous disavowal of this necessity. Again, in light of these stations' previous agreement to the channel changes, WGUL submits that the Commission's issuance of an "Order to Show Cause" is unnecessary. Finally, in the event that the Commission does not substitute Channel 288C1 for Channel 288A at New Port Richey, WGUL herein states its interest in the substitution of Channel 288C2 for Channel 288A at New Port Richey; herein states that it intends to expeditiously file an application for Construction Permit to modify the facilities of WGUL to specify operation on Channel 288C2 at New Port Richey should the Commission so modify the FM Table of Allotments; and upon grant of such application to

Richey; herein states that it intends to expeditiously file an application for Construction Permit to modify the facilities of WGUL to specify operations on Channel 288C3 at New Port Richey, Florida, should the Commission so modify the FM Table of Allotments; and upon grant of such application, to expeditiously construct such modified facilities.

17. Furthermore, consistent with the Agreement reached by WGUL with the licensee of Radio Station WKZM(FM), Sarasota, Florida, and consistent with the Commission's procedures, WGUL hereby states its intention to reimburse the licensee of WKZM(FM) for the reasonable costs associated with the change in channels at Sarasota, Florida.

18. Consequently, WGUL urges the Commission to amend the FM Table of Allotments, Section 73.202(b) of the Commission's Rules, as follows, either;

Alternative 1

<u>City</u>	<u>Channel No.</u>	
	<u>Present</u>	<u>Proposed</u>
Avon Park, Florida	292A	256A
New Port Richey, Florida	288A	288C1
Sarasota, Florida	273A, 288A, 293C2	273C, 282A or 293C3, 293C2
Sebring, Florida	288A	289A or 289C3

Or
Alternative 2

<u>City</u>	<u>Present</u>	<u>Proposed</u>
Avon Park, Florida	292A	256A
New Port Richey, Florida	288A	288C2
Sarasota, Florida	273C, 288A, 293C2	273C, 282A or 282C3, 293C2
Sebring, Florida	288A	289A or 289C3

Or
NPRM

<u>City</u>	<u>Present</u>	<u>Proposed</u>
New Port Richey, Florida	288A	288C3
Sarasota, Florida	273A, 288A, 293C2	273C, 282A, 293C2

Respectfully submitted,
WGUL-FM, INC.

By: 
Allan G. Moskowitz
Its Attorney

KAYE, SCHOLER, FIERMAN,
HAYS & HANDLER
901 15th Street, N.W.
Suite 1100
Washington, D.C. 20005
(202) 682-3501

EXHIBIT 1

AGREEMENT

This Agreement is made and entered into as of the 6th day of ~~August~~ ^{October}, 1988 by and between WGUL-FM, INC., a corporation organized under the laws of the State of Florida ("WGUL") and CHRISTIAN FELLOWSHIP MISSION, INC., a not-for-profit corporation organized under the laws of the State of Florida ("CFM").

RECITALS

WGUL is the licensee of FM radio broadcast station WGUL-FM, which is presently licensed as a Class A FM radio station by the Federal Communications Commission ("FCC") to serve New Port Richey, Florida on Channel 288A (i.e., on the frequency 105.5 MHz) at an effective radiated power ("ERP") of 3 kW with a transmitting antenna installed at a height above average terrain ("HAAT") of 78 meters (256 feet). CFM is the licensee of FM radio broadcast station WKZM(FM) which is presently licensed Class A FM radio station by the FCC to serve Sarasota, Florida, on Channel 288A (105.5 MHz) at an ERP of 3 kW with a transmitting antenna installed at an HAAT of 55 meters (185 feet).

WGUL-FM and WKZM(FM) presently operate on the same FM channel (Channel 288). Section 73.207 of the Rules of the

FCC requires that Class A stations operating on the same channel with respect to one another maintain transmitter site separations of a minimum of 105 kilometers (i.e., 65 miles). WGUL-FM and WKZM(FM) presently meet this separation standard and, as a result, are not short-spaced to one another. However, WGUL wishes to improve the technical facilities of WGUL-FM and the station's service to the New Port Richey, Florida, metropolitan area by obtaining authority from the FCC to modify WGUL-FM's license to specify operations as a Class C2 FM station, and by operating as such a station, on Channel 288 in New Port Richey, Florida, from a new transmitter/antenna site to be located to the south-southwest of the present WGUL transmitter site (the "New WGUL-FM Site").

Such upgrade of WGUL-FM's channel from Class A to Class C2 status and such relocation of WGUL-FM transmitter site would conflict with Section 73.207 of the FCC's Rules, because, operating as Class C2 station on Channel 288 at the New WGUL-FM Site, WGUL-FM would be short-spaced to WKZM(FM) operating with its present technical facilities at its present transmitter/antenna site.

The proposed upgrade of WGUL-FM to Class C2 status and the proposed relocation of the WGUL-FM transmitter site would meet the criteria of Section 73.207 of the FCC's Rules if (a) CFM obtains authority from the FCC to modify WKZM(FM)'s technical facilities to operate WKZM(FM) as a

Class A station on Channel 282A (i.e., on the frequency 104.3 MHz) in Sarasota, Florida, from a new transmitter site located approximately 5 km. to the south-southwest of the present WKZM(FM) transmitter site (the "New WKZM(FM) Site") which would meet the separation requirements of Section 73.202 of the FCC's Rules with respect to Radio Station WRBQ-FM, Tampa, Florida, which is licensed by the FCC to operate as a Class C-1 station on Channel 284 (i.e., on the frequency 104.7 MHz) and (b) WKZM(FM) commences operations with the foregoing modified facilities pursuant to a license duly issued by the FCC.

WGUL is desirous of having CFM voluntarily switch WKZM(FM)'s channel from Channel 288A to Channel 282A and to relocate WKZM(FM)'s transmitter and antenna site to the New WKZM(FM) Site, subject to receipt of all required FCC authorizations, so as to permit the FCC to modify WGUL-FM's license to specify operations on Channel 288C2 at the New WGUL-FM Site, and with maximum Class C2 technical facilities.

CFM is willing to so voluntarily switch channels to Channel 282 A and to relocate the WKZM(FM) transmitter and antenna site, subject to the terms and conditions set forth herein.

Both parties hereto believe that the respective modifications of the technical facilities of their respective stations, as contemplated hereby, would serve the public interest, and each party will, therefore, fully cooperate

with the other in seeking all required FCC authorizations and approvals for modification of the WGUL-FM and WKZM(FM) technical facilities as described hereinabove, subject to and in accordance with the terms of this Agreement.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements, and undertakings contained herein, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

1. FCC Rulemaking. WGUL intends to promptly prepare and file with the FCC a Petition for Rulemaking requesting of the FCC: (a) amendment of the FCC's Table of FM Allotments to substitute Channel 288C2 in lieu of Channel 288A in New Port Richey, Florida; (b) modification by the FCC of the license for WGUL-FM to specify operations on Channel 288C2 in New Port Richey, Florida, with Class C2 technical facilities, utilizing a transmitter and antenna site approximately five miles to the southwest of the existing WGUL-FM transmitter site; (c) amendment of the FCC's Table of Allotments to substitute Channel 282A in lieu of Channel 288A in Sarasota, Florida; (d) modification of the license for WKZM(FM) to specify operations on Channel 282A in Sarasota, Florida with a transmitter and antenna site to be located at the New WKZM(FM) site, which will be located approximately 5

km to the south-southwest of the present WKZM(FM) transmitter antenna site and which will meet all applicable FCC separation requirements with respect to the transmitter location for WRBQ-FM, Tampa, Florida. Within five (5) business days following the date upon which the aforementioned Petition for Rulemaking is tendered for filing with the FCC on behalf of WGUL, CFM shall file with the FCC comments in support of the WGUL Petition for Rulemaking in which CFM shall advise the FCC of CFM's desire and willingness to have WKZM(FM) operate on Channel 282A in Sarasota, Florida, with a transmitter and antenna site located at the New WKZM(FM) Site, in order to accommodate WGUL's proposed modification of the technical facilities of WGUL-FM. CFM shall also file such comments in support of WGUL's rulemaking proposal within ten (10) days following the date upon which the FCC issues a Notice of Proposed Rulemaking contemplating adoption by the FCC of the modifications to be proposed by WGUL in its Petition for Rulemaking, as described above. CFM shall not take any action the purpose or effect of which would make it less likely that the FCC would authorize WGUL-FM to operate as a Class C2 facility on Channel 288C2 with a transmitter antenna site located at the New WGUL-FM Site.

2. Acquisition of Land. The consulting engineer for WGUL has prepared a map depicting the geographic area within which the New WKZM(FM) Site may located in order to

implement the purposes of this Agreement. WGUL shall, subject to CFM's approval (which approval will not be unreasonably withheld), utilize its best efforts to secure for CFM an option (the "WKZM(FM) Option") to lease a parcel of land suitable for use as the New WKZM(FM) Site and for constructing the WKZM(FM) transmitting tower and antenna, which parcel shall be located within the area depicted as suitable on the map prepared by WGUL's consulting engineer. WGUL shall use its best efforts to assure that the option and any renewals thereof shall be cumulatively valid for a total of at least one year from the date the option is obtained by WGUL on behalf of CFM. Subject to consultation with CFM, WGUL shall negotiate a lease on behalf of CFM for the New WKZM(FM) Site. CFM shall exercise the WKZM(FM) Option to lease the New WKZM(FM) Site on the C.P. Grant Date, as defined in Paragraph 9 hereof, and shall contemporaneously execute and enter into the lease negotiated by WGUL on behalf of CFM for the New WKZM(FM) Site.

3. Modification Applications. In the event that the FCC amends its Table of Allotments to substitute Channel 288C2 in lieu of Channel 288A in New Port Richey, Florida, and substitutes Channel 282A in lieu of Channel 288A in Sarasota, Florida, and authorizes modification of the WGUL-FM and WKZM(FM) licenses in the manner to be requested by WGUL, then, within thirty (30) days from the date of release of such FCC ruling(s), and consistent with the requirements of

such ruling(s): (a) WGUL shall tender for filing with the FCC, in proper form and proper substance on FCC Form 301, an application for a construction permit to modify the technical facilities of WGUL-FM to specify operations with maximum Class C2 facilities at the New WGUL-FM Site on Channel 288C2 in New Port Richey, Florida (such application by WGUL for modification of the technical facilities of WGUL-FM may hereinafter be referred to as the "WGUL-FM Application"); and (b) CFM shall tender for filing with the FCC, in proper form and proper substance on FCC Form 301, an application or a construction permit to operate WKZM(FM) on Channel 282A in Sarasota, Florida, and with the station's transmitter and antenna site located on the parcel of real estate on which WGUL shall have acquired the WKZM(FM) Option (such application by CFM for modification of the technical facilities of WKZM(FM) may hereinafter be referred to as the "WKZM(FM) Application"). In no event shall the WKZM(FM) Application propose to relocate WKZM(FM)'s main transmitter/antenna site to a location which would not meet all applicable FCC separation requirements with respect to the main transmitter and antenna site of Radio Station WRBQ-FM, Tampa, Florida. The WKZM(FM) Application shall propose an ERP and HAAT combination no greater than the maximum permitted for Class A FM broadcast stations as set forth in Section 73.211(b) of the FCC's Rules. CFM shall promptly provide WGUL with a complete copy of the WKZM(FM) Application

upon its tender for filing with the FCC. WGUL shall promptly furnish to CFM a copy of the WGUL-FM Application upon its tender for filing with the FCC.

4. Prosecution of Applications. Each party hereto shall diligently prosecute its respective application(s) at the FCC, promptly file such amendments or other matters as shall be requested by the FCC's staff, vigorously oppose any opposition to its application(s), and promptly refile its respective application with necessary corrections should such application(s) be returned by the FCC as unacceptable. Each party shall provide the other party with a copy of any and all such amendments, oppositions or other filings made with the FCC at the time of the filing of same, and with copies of any and all correspondence to and from the FCC concerning such party's application(s), and with copies of any and all petitions to deny or informal objections filed with the FCC against that party's application upon such party's receipt of same.

5. Other Permits or Authorizations. Prior to or simultaneously with the filing of the WKZM(FM) Application and WGUL-FM Application each party shall file with the , appropriate local, county, state or federal agencies, and with any other necessary individuals or entities, any other requests or applications for permits, licenses, consents, or other approvals, the grant of which may be necessary or desirable to the implementation of its respective

modification of facilities, as described hereinabove, and each party shall use its best efforts to secure the grant of such permits, licenses, consents, and other approvals.

6. No Opposition. During the period that this Agreement remains in effect, each party represents and agrees that it will not now, nor in the future, in any manner or by any procedure, oppose, hinder, or object to the other party's FCC application(s) referred to herein (and any FCC Form 302 Application for License to cover construction permits filed or to be filed to cover construction authorized by grant of said FCC applications) filed for the purpose of modifying the technical facilities of WGUL-FM and WKZM(FM) consistent with the terms of this Agreement.

7. Grant of Construction Permits. Following the grant of both the WKZM(FM) Application and of the WGUL-FM Application and the issuance by the FCC of construction permits in response thereto ("C.P." and/or "C.P.'s") each party shall proceed to promptly and diligently construct and test its newly-authorized facilities. Following each party's own construction and testing, each party shall file with the FCC, on FCC Form 302 in appropriate form and substance, an application requesting a license to cover its respective C.P., including a request, if necessary, for immediate grant by the FCC of program test authority ("License Application"). Each party shall diligently prosecute its FCC License Application before the FCC and shall provide the FCC

staff with any necessary revisions or amendments as the staff may request, and each party shall vigorously oppose any opposition to its respective License Application. Each party shall provide the other party with a copy of its License Application and any subsequent filings in connection therewith, upon filing, and with copies of any and all correspondence to or from the FCC in connection with such party's License Application, as well as copies of any and all petitions to deny and any and all informal objections related to such application, immediately upon receipt thereof.

8. Failure or Delay to Construct and/or Commence Program Testing. The failure or delay by either party hereto to construct and/or implement the facilities changes set forth in its respective C.P., and/or the failure or delay on the part of either party hereto to file its respective License Application, as contemplated hereunder, shall not prevent the other party hereto from constructing and implementing the facilities changes set forth in that party's C.P., or from applying to the FCC, on FCC Form 302, for, and receiving a grant of, a license to cover its C.P.

9. Consideration. In consideration of CFM's full and timely performance of all its obligations under this Agreement:

- (a) WGUL shall pay the costs, if any, for securing the WKZM(FM) Option. Subject to consultation with CFM, WGUL shall also negotiate a lease on

behalf of CFM for the New WKZM(FM) Site, as required under Paragraph 2 hereof, and, upon execution of such lease by both parties thereto consistent with the provisions of Paragraph 2 hereof, WGUL shall, on CFM's behalf, pay directly to the Lessor of the New WKZM(FM) Site all rental payments required under the lease for a period of two (2) years from and after the date of execution of the lease by both parties thereto.

(b) WGUL shall pay its consulting engineers and legal counsel for their professional fees and for out-of-pocket expenses for preparing and filing on CFM's behalf, under CFM's supervision and at CFM's direction, the WKZM(FM) Application and the WKZM(FM) Form 302 License Application to cover C.P., and for any necessary engineering work to be performed in Sarasota, Florida, in connection with construction of the modified WKZM(FM) technical facilities contemplated hereunder; provided, however, that notwithstanding WGUL's payment of such fees and costs, CFM, as the licensee of WKZM(FM), shall remain solely responsible in all respects, both under this Agreement and before the FCC, for the

contents, review, approval, execution, and
prosecution of such applications and any and
all amendments thereto. WGUL will reimburse
CFM for the reasonable professional fees of
CFM's attorney which shall have been actually

- (c) Subject to consultation by WGUL with CFM, and subject to approval by CFM (which approval will not be unreasonably withheld), WGUL will, at its sole expense, purchase for WKZM(FM) a new 6 kW transmitter, a new multi-bay transmitting antenna, and a new antenna tower to implement the changes in WKZM(FM)'s technical facilities to be proposed in the WKZM(FM) Application. In addition, subject to consultation by WGUL with CFM, and subject to approval by CFM (which approval shall not be unreasonably withheld), WGUL shall contract with appropriate persons or entities for the construction and installation of the aforementioned new transmitter, antenna and tower (subject to the supervision, direction, and control of CFM), and WGUL shall pay the costs of such construction and installation.
- (d) WGUL will reimburse CFM for the reasonable, prudent, and legitimate out-of-pocket advertising promotional expenses actually incurred by CFM to promote the change in frequency for WKZM(FM) in advertisements for a period of one (1) year following the date upon which WKZM(FM) commences operations on Channel 282A, in the weekly church and religious