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

JAN 11 1996

FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of)	
)	
Amendment of Section 73.202(b),)	MM Docket No. 95-82
)	RM-8630
Table of Allotments,)	
FM Broadcast Stations)	
(Monticello, Perry, Quincy, Woodville,)	
Springfield, Appalachicola, and)	
Trenton, Florida))	

To: Chief, Allocations Branch

SUPPLEMENT TO
COMMENTS AND COUNTERPROPOSAL
of
GREAT SOUTH BROADCASTING, INC.

Great South Broadcasting, Inc. ("Petitioner"), licensee of WXSR(FM), Quincy, Florida, hereby submits this Supplement to its Comments and Counterproposal filed August 10, 1995, in response to the Commission's *Notice of Proposed Rule Making ("NPRM")*, DA 95-1263, released June 19, 1995. In the NPRM, the Commission proposed to reallocate FM Channel 268C2 from Quincy to Woodville, Florida, and modify the license of WXSR to operate on Channel 268C2 at Woodville. In its August 10, 1995, Comments and Counterproposal, Petitioner provided the following options as a Counterproposal:

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Option I

Proposed Changes to the FM Table of Allotments

	Channel No.	
City	Present	Proposed
Quincy, Florida	268C2	268C1
Monticello, Florida	270C3	289C3
Perry, Florida	288A	221A
Springfield, Florida	267A	266A
Appalachicola, Florida	265A	263C3 or 263A
Trenton, Florida	269C2	269A or 269C3

Option II

Proposed Changes to the FM Table of Allotments

	Channel No.	
City	Present	Proposed
Woodville, Florida	None	268C1
Quincy, Florida	268C2	None
Monticello, Florida	270C3	289C3
Perry, Florida	288A	221A
Springfield, Florida	267A	266A
Appalachicola, Florida	265A	263C3 or 263A
Trenton, Florida	269C2	269A or 269C3

In order to accommodate the use of Channel 268C1 by WXSJ, channel changes are necessary at Monticello, Perry, Springfield, Appalachicola, and Trenton, Florida.

At the time Petitioner filed its Comments and Counterproposal, it had executed agreements with the licensees of WJPH, Monticello, and WNFJ, Perry, Florida, for reimbursement of their legitimate and prudent expenses incurred in connection with making the channel exchanges. Copies of the agreements were filed with the Commission.

In the period following the comment date, Petitioner has also reached agreements with the licensees of WDJY(FM), Trenton, and WYOO(FM), Springfield, Florida. Copies of those agreements are attached (Attachments A and B) hereto as a supplement to Petitioner's August 10, 1995, filing.

Briefly, the licensee of WDJY has agreed to file an application with the Commission seeking to downgrade WDJY from operation on Channel 269C2 to Channel 269C3 at Trenton. This downgrade will accommodate Petitioner's use of Channel 268C1 as proposed and will obviate the need for the Commission to conduct a proceeding requiring the licensee of WDJY to show cause why its license should not be downgraded to Class A.

The licensee of WYOO, Springfield, Florida, has also executed an agreement with Petitioner wherein Channel 266A would be substituted for Channel 267A at Springfield, Florida, and the license of WYOO would be modified to operate on Channel 266.

In the cases of both WDJY and WYOO, Petitioner has agreed to reimburse the affected licensees for their legitimate expenses incurred in making the channel exchanges.

The only other impediment to the use of Channel 268C1 by Petitioner is WOYS, Appalachicola, Florida, which has on file a one-step application to upgrade WOYS and operate on Channel 263C3, clearing all constraints to WXSJ

As previously shown, the proposal described in the *NPRM* would bring a first local service to Woodville, Florida, a goal favored under Priority (3) of *Revision of FM Assignment Policies and Procedures*, 90 FCC 2d 88, 92 (1982). Additionally:

- Adoption of Counterproposal Option I would permit WXSJ to remain licensed to Quincy, Florida, while upgrading WXSJ to Class C1 with an increase in areas and populations served;
- Adoption of Counterproposal Option II would permit an upgrade for WXSJ while bringing first local service to Woodville; and
- Adoption of Option I or Option II would permit WYOO to operate with maximum facilities, serving additional areas and populations.

Petitioner has now reached agreements to reimburse the licensees of the stations whose channels are affected, and Petitioner will promptly implement the upgrade for WXSJ if the Commission makes the suggested substitutions.

Petitioner respectfully requests the Commission to immediately place its counterproposal on Public Notice.

Respectfully submitted,

GREAT SOUTH BROADCASTING, INC.

By:



Gary S. Smithwick
Its Attorney

SMITHWICK & BELENDIUK, P.C.
1990 M Street, N.W.
Suite 510
Washington, D.C. 20036
(202) 785-2800

January 11, 1996

WXSJ/DLF/COMMENTS.111

ATTACHMENT A

STATION REIMBURSEMENT AGREEMENT

This Agreement made this 7th day of December, 1995, by and between Great South Broadcasting, Inc. ("Great South") and Florida Radio Partners, Inc. ("FRPI");

WITNESSETH:

WHEREAS, Great South is licensee of WXSR(FM), which operates on FM Channel 268C2 (101.5 mHz) at Quincy, Florida;

WHEREAS, FRPI is licensee of WDJY(FM), which operates on FM Channel 269A (101.7 mHz) at Trenton, Florida;

WHEREAS, Great South desires to change the facilities of WXSR to operate on FM Channel 268C1, and has filed a Petition for Rulemaking and a Counterproposal in MM Docket 95-82; following FCC action in MM Docket 95-82, Great South plans to file an application to modify its facilities ("Modification Application"); and the cooperation of FRPI is desired in order to make those changes, and FRPI is willing to cooperate with Great South on the basis set out in this Agreement.

WHEREAS, to accommodate WXSR's upgrade to Channel 268C1, FRPI has agreed to make a change of class of channels of WDJY from FM Channel 269A (101.7 mHz) to FM Channel 269C3 (hereinafter "Class Change"); and

WHEREAS, Great South has agreed to compensate FRPI for reasonable expenses in making said Class Change; and

NOW THEREFORE, the parties intending to be legally bound, agree as follows:

1. FRPI's Obligations. Upon request of Great South, and within 5 days of receipt from Great South of the requisite engineering data for filing with the FCC, FRPI

agrees to file an application with the Federal Communications Commission ("FCC") to downgrade WDJY from operation on Channel 269C2 to Channel 269C3 at Trenton, Florida. FRPI will cooperate in any reasonable manner with Great South to obtain favorable FCC action on Great South's Petition for Rulemaking and Counterproposal in MM Docket 95-82, including providing to Great South for filing with the FCC any statements reasonably required in connection with the FCC's consideration of the Petition for Rulemaking and Counterproposal. Upon the FCC's action in substituting Channel 269C3 for 269C2 at Trenton, FRPI will expeditiously take those steps reasonably necessary to move the frequency of WDJY to Channel 269C3 to provide clearance to WXSJ to operate on Channel 268C1 at either Midway or Quincy, Florida.

2. Great South's Obligations. In exchange for FRPI's cooperation, Great South agrees (a) to pay FRPI the sum of TEN THOUSAND (\$10,000.00) DOLLARS upon execution of this Agreement; (b) to provide to FRPI all engineering data and necessary legal assistance in preparing and filing the application necessary to support a "one-step" application to downgrade the operating channel of WDJY to Channel 269C3; and (c) (after Great South's Modification Application has been granted, and become "final") to provide all engineering data and all necessary legal assistance in preparing, and filing an application to seek and obtain a "one-step" upgrade for WDJY to operate on Channel 269C2 at Trenton. In addition, upon FCC grant of Great South's Modification Application, and the grant having become a "final" order, that is, no longer subject to, or

the subject of, reconsideration or review by the FCC or any Court, Great South will pay FRPI an additional TEN THOUSAND (\$10,000.00) DOLLARS.

3. Consideration Complete. FRPI has and by these presents does waive the right to receive any additional reimbursement for costs such as legal counsel or for the cost of production of the advertising used in newspapers and on television to publicize the channel change.

4. Assignment. This Agreement may not be assigned, except to successors in interest of WXHR(FM) or WDJY(FM) which may be made without any further authority. FRPI must cause this Agreement to be assumed by any successor in interest.

5. Notices. All necessary notices, demands and requests shall be deemed duly given, if mailed by registered mail, postage prepaid, and addressed to the following:

If to Great South: Mr. Paul C. Stone
 Great South Broadcasting, Inc.
 3360 Capital Circle, N.E.
 Suite D
 Tallahassee, Florida 32308

with copy to: Gary S. Smithwick, Esquire
 Smithwick & Belendiuk, P.C.
 1990 M Street, N.W.
 Suite 510
 Washington, D.C. 20036

If to FRPI: Mr. Larry Grimes
 President
 Florida Radio Partners, Inc.
 P. O. Box 442
 Clarksburg, MD 20871

with copy to: **John J. Schauble, Esquire**
 Bechtel & Cole, Chartered
 1901 L Street, N.W. Suite 250
 Washington, D.C. 20036

6. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the transaction contemplated and supersedes all prior negotiations between the parties concerning the subject matter contained herein. No change, modification or waiver of any provision hereof will be valid unless in writing and signed by the party to be bound.

7. **Waiver.** No delay or failure on the part of either party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

8. **Binding on Successors.** This Agreement is binding upon, and inures to the benefit of and is enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.

9. **Third Parties.** Nothing in this Agreement will be construed as giving any person, firm, corporation or other entity, other than the parties hereto, their respective heirs, executors, administrators, successors and assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

10. **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. **Counterparts.** This Agreement may be executed in counterpart, each of which shall be deemed an original.

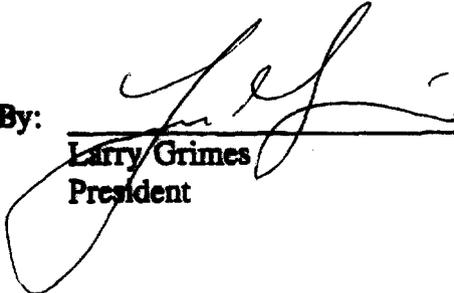
WHEREFORE, the parties hereto have agreed as herein stated, on the date first above written.

**GREAT SOUTH
BROADCASTING, INC.**

By: 

Paul C. Stone
President

FLORIDA RADIO PARTNERS, INC.

By: 

Larry Grimes
President

PN/SOUTHERN/WDJYREIMBUR.AGT

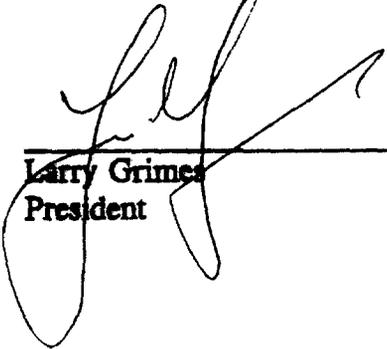
WHEREFORE, the parties hereto have agreed as herein stated, on the date first above written.

**GREAT SOUTH
BROADCASTING, INC.**

By: 

Paul C. Stone
President

FLORIDA RADIO PARTNERS, INC.

By: 

Larry Grimes
President

FN/SOUTHERN/WDJYREIDBUR.AGT

ATTACHMENT B

STATION REIMBURSEMENT AGREEMENT

This Agreement made this 4 day of ^{Jan} ~~December~~, 1996, by and between Great South Broadcasting, Inc. ("Great South") and Tideline Broadcasting, Inc. ("Tideline");

WITNESSETH:

WHEREAS, Great South is licensee of WXS^R(FM), which operates on FM Channel 268C2 (101.5 mHz) at Quincy, Florida;

WHEREAS, Tideline is licensee of WYOO(FM), which operates on FM Channel 267A (101.3 mHz) at Springfield, Florida;

WHEREAS, Great South desires to make certain changes in the facilities of WXS^R by filing a Petition for Rulemaking, and thereafter an application to modify its facilities ("Modification Application"); the cooperation of Tideline is desired in order to make those changes; and Tideline is willing to cooperate with Great South on the basis set out in this Agreement;

WHEREAS, by *Notice of Proposed Rule Making*, in MM Docket No. 95-82, the Federal Communications Commission ("FCC") proposed to modify the license of WXS^R and make certain changes in the FCC's Table of FM Allotments (herein "Rule Making Proceeding"), and on August 10, 1995, Great South filed in MM Docket No. 95-82 a Counterproposal that proposes a change in FM channels at Springfield, Florida, and the modification of the license of WYOO;

WHEREAS, Tideline has agreed to make a change of channels from FM Channel 267A (101.3 mHz) to FM Channel 266A (101.1 mHz) (hereinafter "Frequency Change");
and

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WHEREAS, Great South has agreed to compensate Tideline for making said Frequency Change; and

NOW THEREFORE, the parties intending to be legally bound, agree as follows:

1. Upon request of Great South, Tideline agrees to join with Great South in filing with the Federal Communications Commission ("FCC") a Supplement to Great South's Counterproposal in the Rule Making Proceeding that, in part, would substitute Channel 266A for Channel 267A at Springfield, Florida, and modify the license of WYOO to operate on Channel 266A. Tideline will cooperate in any reasonable manner with Great South to obtain favorable FCC action on the Rule Making Proceeding, including providing to Great South for filing with the FCC any supporting or informational statements reasonably required in connection with the FCC's consideration of the Rule Making Proceeding. Upon the effective date of the FCC's action in substituting Channel 266A at Springfield, Tideline will expeditiously take those steps reasonably necessary to change the frequency of WYOO to Channel 266A.

2. In exchange for Tideline's cooperation, Great South agrees to provide to Tideline all reasonably necessary technical assistance, equipment, and reimbursement for engineering studies reasonably required to move WYOO to Channel 266A. Tideline will submit to Great South, for Great South's approval and payment, a statement of the costs involved in moving WYOO to Channel 266 as a Class A station. Great South will provide all necessary reasonable legal and engineering exhibits and assistance in preparing and filing papers in the Rule Making Proceeding, and in preparing and filing the

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application necessary to support an application to change the operating channel of WYOO to Channel 266A. In addition, upon FCC grant of Great South's Modification Application, and the grant having become a "final" order, that is, no longer subject to, or the subject of, reconsideration or review by the FCC or any Court, Great South will pay Tideline an additional sum of ~~THREE THOUSAND (\$3,000.00)~~ ^{to MCD RW (#10,000) RW} ~~(\$1,000.00)~~ RW.

3. It is understood that the payment described in Section 2 hereof adequately compensates Tideline for all costs involved in changing WYOO's operating channel to Channel 266A.

4. This Agreement may not be assigned, except to successors in interest of WXSR(FM) or WYOO(FM) which may be made without any further authority. Tideline must cause this Agreement to be assumed by any successor in interest.

5. All necessary notices, demands and requests shall be deemed duly given, if mailed by registered mail, postage prepaid, and by facsimile to counsel for the party receiving notice, and addressed to the following:

If to Great South: Mr. Paul C. Stone
Radio Station WXSR
c/o 3360 Capital Circle, N.E.
Suite A
Tallahassee, FL 32308

with copy to: Gary S. Smithwick, Esquire
Smithwick & Belendiuk, P.C.
1990 M Street, N.W.
Suite 510
Washington, D.C. 20036
(Fax: 202-785-2804)

If to Tideline: Mr. Randall R. Wahlberg
2126 Fox Run
Lynn Haven, Florida 32444

with copy to: Richard J. Hayes, Esq.
P. O. Box 200
Lincolnton, ME 04849
(Fax: 207-789-5123)

6. This Agreement contains the entire agreement of the parties with respect to the transaction contemplated and supersedes all prior negotiations between the parties concerning the subject matter contained herein. No change, modification or waiver of any provision hereof will be valid unless in writing and signed by the party to be bound.

7. No delay or failure on the part of either party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

8. This Agreement is binding upon, and inures to the benefit of and is enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.

9. Nothing in this Agreement will be construed as giving any person, firm, corporation or other entity, other than the parties hereto, their respective heirs, executors, administrators, successors and assigns any right, remedy or claim under or in respect of this Agreement or any provision hereof.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.



11. This Agreement may be executed in counterpart, each of which shall be deemed an original.

WHEREFORE, the parties hereto have agreed as herein stated, on the date first above written.

GREAT SOUTH BROADCASTING, INC.

By:



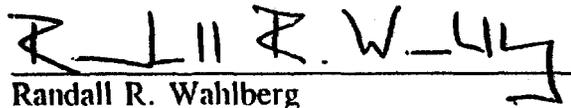
Paul C. Stone
President

Paul C. Stone 1/4/90

10. 5. 5.

TIDELINE BROADCASTING, INC.

By:



Randall R. Wahlberg
President

PN/WXSR/WYOOREIM.AGT

RK


CERTIFICATE OF SERVICE

I, Patricia A. Neil, a secretary in the law firm of Smithwick & Belendiuk, P.C., certify that on this 11th day of January, 1996, copies of the foregoing were mailed via first class mail, postage pre-paid, to the following:

Ms. Nancy J. Walls (*)
Allocations Branch
Federal Communications Commission
2000 M Street, N.W.
Fifth Floor
Washington, DC 20554

Robert Hayne, Esquire (*)
Federal Communications Commission
2025 M Street, N.W.
Room 8337
Washington, D.C. 20554

Webster Broadcasting, Inc.
400 North Michigan Avenue
#200
Chicago, Illinois 60611
[Radio Station WJPH(FM)]

Joseph E. Doyle, Esq.
Jenner & Block
One IBM Plaza
Chicago, Illinois 60611
[Counsel for WJPH(FM)]

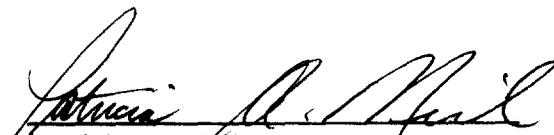
RAHU Broadcasting, Inc.
P.O. Box 779
Perry, Florida 32347
[Radio Station WNFK(FM)]

Florida Radio Partners, Inc.
P.O. Box 442
Clarksburg, MD 20871
[Radio Station WDJY(FM)]

John S. Neely, Esq.
Miller & Miller, P.C.
1990 M Street, N.W.
Suite 760
Washington, DC 20036
[Counsel for WOYS(FM)]

Richard J. Hayes, Jr., Esq.
Law Offices of Richard J. Hayes, Jr.
13809 Black Meadow Road
Spotsylvania, VA 22553
[Counsel for WYOO(FM)]

(*): By Hand Delivery


Patricia A. Neil